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UNIFORM STATE LAWS

IN THE UNITED STATES

FULLY ANNOTATED

BY

CHARLES THADDEUS TERRY

President National Conference of Commissioners on Uniform State Laws 1913, 1914, 1915; Chairman New York State Commission on Uniform State Laws since 1904; Dwight, Professor of Law, Columbia University.

EDITED AND PUBLISHED

UNDER THE AUSPICES AND FOR THE PURPOSES OF THE NATIONAL CONFERENCE OF COMMISSIONERS ON UNIFORM STATE LAWS

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FOREWORD

A book containing the text of the Uniform State Laws promulgated by the National Conference of Commissioners on Uniform State Laws and enacted in the various states, should be of assistance to the Bench and Bar. Each of the Uniform Acts approved in more recent years by the Conference has contained the provision that the Act shall be so construed as to effectuate its purpose of making uniform the law upon the subject with which it deals. Both the general theory of the movement for Uniform State Laws and the specific mandate involved in this provision give to the decisions in any particular state upon the question of the interpretation or construction of a particular section of any one of the Uniform Acts, substantially the force of a legal precedent of the utmost persuasiveness upon the particular court which may have the same question under consideration, although it may be the court of another state than that in which such decisions are found. Only thus can uniform State Laws be kept genuinely uniform. It should be, therefore, of considerable assistance to courts, in so deciding cases arising under the Uniform Acts, as to keep the laws uniform, to have at hand in a single compilation all the decisions bearing upon the particular question at issue. Furthermore, it would seem that such a text-book would be of service to practicing attorneys, in that it will furnish a ready reference to decisions on points arising under the Uniform Acts which at this time are very important and of constant occurrence.

The purpose of this book, however, is simply to promote uniformity of laws and nothing else. To accomplish this purpose it is clear that after Uniform State Laws have been enacted they must be, on the one hand, kept free from statutory amendment (other than those approved by the National Conference of Commissioners in the same way in which the original act was approved), and also free from divergence of judicial con-

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struction. Both those purposes, it would seem, should be subserved by this book.

It is inevitable that inaccuracies should be found in the following pages. Where so many statutory enactments were presented for comparison and so many decisions were to be read, it would be strange indeed if there had not been errors and inadvertencies which have crept into the text. No claim is made that perfection has been accomplished; but on the contrary, indulgence, criticism and indication of errors, by those who may use the book, are invited.

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KEY TO THE BOOK

The precise text of the Uniform State Laws heretofore promulgated by the National Conference of Commissioners on Uniform State Laws will be set forth each in a separate chapter. The various sections of each law are numbered in accordance with the numbering given by the Conference at the time it approved the Acts respectively.

Under each section of each of the Acts will be printed the decisions bearing upon such section arranged in alphabetical order according to the names of the states in which such decisions were rendered. By this arrangement, it will be easy to find the decisions of any state on any provision of any Uniform Act.

Furthermore, in connection with the text of each of the Uniform Acts as approved by the Conference, there will be printed the citation or location of the corresponding statute in the laws of each of the states, or in other words, the place where each of such Uniform Acts may be found will be given with the text of the Act, and furthermore, the corresponding section numbers will be given as between the Act as approved by the National Conference of Commissioners, and as found in the statute books, or laws, of each of the states; and this information will be given likewise according to states, arranged in their alphabetical order. In this way, a search by court or practitioner in any state for decisions under a particular section of the Uniform Law, as it appears upon the statute books of his state, may be prosecuted easily and without loss of time. In other words, each chapter of the book contains a complete Uniform Act, together with a full citation of decisions in all the states interpretating the Act. If one desires to learn the interpretation of a specific section of one of the Uniform Acts, he turns to that chapter of the book which is devoted to that Act; he then finds the particular section under which the question of

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law which he is investigating arises. Following that section, he will find every decision which interprets that section, so far as it has been passed upon by the courts of any state which has adopted that Act. Owing to the fact that most persons desiring to interpret a section of the Act know only the number of the section, as the Act has been adopted in his own state, the writer has prepared a table of cross-references whereby the user of the book will be able readily to discover the section in the Uniform Act corresponding to the section of the Act of his own state which he is investigating. The table of cross-references to each Act immediately precedes that Act. As a specific example: suppose one desires to find a set of citations interpretating Section 4173 of the Arizona Code. By turning to the cross-reference index immediately preceding the Negotiable Instruments Law, he will find that Section 4173 of the Arizona Code corresponds to Section 28 of the Uniform Negotiable Instruments Law. Then turning to Section 28 of the Negotiable Instruments Law, he will find the complete list of all the citations arising under that section in any States which have passed that Uniform Law.

Some few states in passing one or another of the Uniform Laws have altered the wording and thereby perhaps the meaning of some of the sections as they were promulgated by the National Conference of Commissioners on Uniform State Laws, but wherever such a change has been made, foot notes will indicate the change.

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SCHEDULE OF UNIFORM ACTS

The schedule of Uniform Acts so far adopted by the National Conference of Commissioners on Uniform State Laws, with the dates of their adoption, respectively; is as follows:

Uniform Acknowledgments of Written Instruments Act	1892
Uniform Act Relating to Wills Executed Without the State	1892
Uniform Negotiable Instruments Act	1896
Uniform Sales Act	1906
Uniform Warehouse Receipts Act	1906
Uniform Annulment of Marriage and Divorce Act	1907
Uniform Bills of Lading Act	1909
Uniform Stock Transfer Act	1909
Uniform Desertion and Non-Support Act	1910
Uniform Child Labor Act	1911
Uniform Marriage and Marriage Licenses Act	1911
Uniform Marriage Evasion Act	1912
Uniform Partnership Act	1914
Uniform Cold Storage Act	1914
Uniform Workmen's Compensation Act	1914
Uniform Foreign Acknowledgments Act	1914
Uniform Probate of Foreign Wills Act	1915
Uniform Land Registration Act	1916
Uniform Limited Partnership Act	1916
Uniform Extradition Act	1916
Uniform Flag Act	1917
Uniform Conditional Sales Act	1918
Uniform Fraudulent Conveyance Act	1918

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UNIFORM ACT RELATING TO WILLS EXECUTED WITHOUT THE STATE.

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UNIFORM ACT RELATING TO WILLS EXECUTED WITHOUT THE STATE.

In 1892, the Conference of Commissioners on Uniform State Laws recommended to the various states for adoption the Act to make Uniform the Law relating to the Execution of Wills. At the Conference in 1910, the Committee on Wills, Descent and Distribution reported that it could not do better than again recommend to the various states the Act approved by the Conference in 1892. The Conference resolved to adopt the Committee's suggestion and to recommend this Act to the various states for odoption.

The Act has been adopted by the following states: Kansas, 1911; Maryland, 1914; Michigan, 1911; Nevada, 1913; Utah, 1907; Alaska, 1913.

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UNIFORM ACT RELATING TO WILLS EXECUTED WITHOUT THE STATE.

Section 1. *Be it enacted, etc.,* That a last will and testament, executed without this state in the mode prescribed by the law, either of the place where executed or of the testator's domicile, shall be deemed to be legally executed, and shall be of the same force and effect as if executed in the mode prescribed by the laws of this state, provided, said last will and testament is in writing and subscribed by the testator.

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UNIFORM NEGOTIABLE INSTRUMENTS ACT

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UNIFORM NEGOTIABLE INSTRUMENTS ACT

This act represents the first attempt at securing uniformity of State laws in America. At the annual conference of the Commissioners on Uniform State Laws, held in Detroit in 1895, a resolution was passed requesting the Committee on Commercial Law to prepare, as soon as practicable, a draft of a bill relating to commercial paper based upon the English Bills of Exchange Act and upon such sources of information as the Committee might deem proper to consult. The matter was referred to a sub-committee consisting of Judge Lyman D. Brewster of Connecticut, Henry C. Willcox of New York and Frank Bergen of New Jersey. This committee secured Mr. John J. Crawford of the New York Bar, a well known expert on the law of bills and notes, to draft the proposed bill.

Mr. Crawford's draft was laid before the sub-committee and with amendments was submitted to the Conference at Saratoga in 1896. The twenty-seven commissioners who were in attendance — representing fourteen different states — considered and debated it section by section, and made some amendments to it. The draft as thus amended was approved by the Conference and in such form has been submitted to the various state legislatures.

The Uniform Negotiable Instruments Act has now been enacted in fifty jurisdictions, including States, Territories and insular possessions. These jurisdictions with the dates of their respective adoptions of the act are: Alabama, 1909; Arizona, 1913; Arkansas, 1913; California, 1917; Colorado, 1897; Connecticut, 1897; Delaware, 1911; Florida, 1897; Idaho, 1903; Illinois, 1907; Indiana, 1913; Iowa, 1902; Kansas, 1905; Kentucky, 1904; Louisiana, 1904; Maine, 1917; Maryland, 1898; Massachusetts, 1898; Michigan, 1905; Minnesota, 1913; Mississippi, 1916; Missouri, 1905; Montana, 1903; Nebraska, 1905; Nevada, 1907; New Hampshire, 1909; New Jersey, 1902; New Mexico, 1907; New York, 1897; North Carolina, 1899; North Dakota, 1899; Ohio, 1902; Oklahoma, 1909; Oregon, 1899; Pennsylvania, 1901; Rhode Island,

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1899; South Carolina, 1914; South Dakota, 1913; Tennessee, 1899; Utah, 1899; Vermont, 1912; Virginia, 1897; Washington, 1899; West Virginia, 1907; Wisconsin, 1899; Wyoming, 1905; Alaska, 1913; Hawaii, 1907; District of Columbia, 1899; Philippine Islands, 1911.

The only jurisdictions where the Uniform Negotiable Instruments Act has not been enacted are Georgia, Porto Rico and Texas.

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	Laws 1909, p 126.	Laws 1913, ch. 64.	Rev Stat. 1901, tit. 49	Laws 1913, Act 91.	California Code,	Rev Stat. 1908, ch. 95	Gen. Stat. 1902, tit. 33, ch. 234.	Laws 1911, ch. 191.	U. S. Stat. vol. 30, p. 785 (D. C. Code, ch. 46).
Uniform Act Sec. No.	1909 Ala	1913 Alaska	1913 Arizona	1913 Ark	1917 California	1897 Colorado	1897 Conn	1911 Del	1899 D. C.
1	1	1	3304	1	3082	4464	4171	1	1
2	2	2	3305	2	3083	4465	4172	2	2
3	3	3	3306	3	3084	4466	4173	3	3
4	4	4	3307	4	3085	4467	4174	4	4
5	5	5	3308	5	3086	4468	4175	5	5
6	6	6	3309	6	3087	4469	4176	6	6
7	7	7	3310	7	3088	4470	4177	7	7
8	8	8	3311	8	3089	4471	4178	8	8
9	9	9	3312	9	3090	4472	4179	9	9
10	10	10	3313	10	3091	4473	4180	10	10
11	11	11	3314	11	3092	4474	4181	11	11
12	12	12	3315	12	3093	4475	4182	12	12
13	13	13	3316	13	3094	4476	4183	13	13
14	14	14	3317	14	3095	4477	4184	14	14
15	15	15	3318	15	3096	4478	4185	15	15
16	16	16	3319	16	3097	4479	4186	16	16
17	17	17	3320	17	3098	4480	4187	17	17
18	18	18	3321	18	3099	4481	4188	18	18
19	19	19	3322	19	3100	4482	4189	19	19
20	20	20	3323	20	3101	4483	4190	20	20
21	21	21	3324	21	3102	4484	4191	21	21
22	22	22	3325	22	3103	4485	4192	22	22
23	23	23	3326	23	3104	4486	4193	23	23
24	24	24	3327	24	3105	4487	4194	24	24
25	25	25	3328	25	3106	4488	4195	25	25
26	26	26	3329	26	3107	4489	4196	26	26
27	27	27	3330	27	3108	4490	4197	27	27
28	28	28	3331	28	3109	4491	4198	28	28
29	29	29	3332	29	3110	4492	4199	29	29
30	30	30	3333	30	3111	4493	4200	30	30
31	31	31	3334	31	3112	4494	4201	31	31
32	32	32	3335	32	3113	4495	4202	32	32
33	33	33	3336	33	3114	4496	4203	33	33
34	34	34	3337	34	3115	4497	4204	34	34
35	35	35	3338	35	3116	4498	4205	35	35
36	36	36	3339	36	3117	4499	4206	36	36
37	37	37	3340	37	3118	4500	4207	37	37
38	38	38	3341	38	3119	4501	4208	38	38
39	39	39	3342	39	3120	4502	4209	39	39
40	40	40	3343	40	3121	4503	4210	40	40
41	41	41	3344	41	3122	4504	4211	41	41
42	42	42	3345	42	3123	4505	4212	42	42
43	43	43	3346	43	3124	4506	4213	43	43
44	44	44	3347	44	3125	4507	4214	44	44
45	45	45	3348	45	3126	4508	4215	45	45
46	46	46	3349	46	3127	4509	4216	46	46
47	47	47	3350	47	3128	4510	4217	47	47

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	Laws 1909, p. 126.	Laws 1913, ch. 64.	Rev. Stat. 1901, tit. 49	Laws 1913, Act 91.	California Code,	Rev. Stat. 1908, ch. 95.	Gen. Stat. 1902, tit. 33, ch. 234.	Laws 1911, ch. 191.	U. S. Stat. vol. 30, p. 785 (D. C. Code, ch. 46).
Uniform Act Se. No.	1909 Ala.	1913 Alaska	1913 Arizona	1913 Ark.	1917 California	1897 Colorado	1897 Conn.	1911 Del.	1899 D. C.
48	48	48	3351	48	3129	4511	4218	48	48
49	49	49	3352	49	3130	4512	4219	49	49
50	50	50	3353	50	3131	4513	4220	50	50
51	51	51	3354	51	3132	4514	4221	51	51
52	52	52	3355	52	3133	4515	4222	52	52
53	53	53	3356	53	3134	4516	4223	53	53
54	54	54	3357	54	3135	4517	4224	54	54
55	55	55	3358	55	3136	4518	4225	55	55
56	56	56	3359	56	3137	4519	4226	56	56
57	57	57	3360	57	3138	4520	4227	57	57
58	58	58	3361	58	3139	4521	4228	58	58
59	59	59	3362	59	3140	4522	4229	59	59
60	60	60	3363	60	3141	4523	4230	60	60
61	61	61	3364	61	3142	4524	4231	61	61
62	62	62	3365	62	3143	4525	4232	62	62
63	63	63	3366	63	3144	4526	4233	63	63
64	64	64	3367	64	3145	4527	4234	64	64
65	65	65	3368	65	3146	4528	4235	65	65
66	66	66	3369	66	3147	4529	4236	66	66
67	67	67	3370	67	3148	4530	4237	67	67
68	68	68	3371	68	3149	4531	4238	68	68
69	69	69	3372	69	3150	4532	4239	69	69
70	70	70	3373	70	3151	4533	4240	70	70
71	71	71	3374	71	3152	4534	4241	71	71
72	72	72	3375	72	3153	4535	4242	72	72
73	73	73	3376	73	3154	4536	4243	73	73
74	74	74	3377	74	3155	4537	4244	74	74
75	75	75	3378	75	3156	4538	4245	75	75
76	76	76	3379	76	3157	4539	4246	76	76
77	77	77	3380	77	3158	4540	4247	77	77
78	78	78	3381	78	3159	4541	4248	78	78
79	79	79	3382	79	3160	4542	4249	79	79
80	80	80	3383	80	3161	4543	4250	80	80
81	81	81	3384	81	3162	4544	4251	81	81
82	82	82	3385	82	3163	4545	4252	82	82
83	83	83	3386	83	3164	4546	4253	83	83
84	84	84	3387	84	3165	4547	4254	84	84
85	85	85	3388	85	3166	4548	4255	85	85
86	86	86	3389	86	3167	4549	4256	86	86
87	87	87	3390	87	3168	4550	4257	87	87
88	88	88	3391	88	3169	4551	4258	88	88
89	89	89	3392	89	3170	4552	4259	89	89
90	90	90	3393	90	3171	4553	4260	90	90
91	91	91	3394	91	3172	4554	4261	91	91
92	92	92	3395	92	3173	4555	4262	92	92
93	93	93	3396	93	3174	4556	4263	93	93
94	94	94	3397	94	3175	4557	4264	94	94

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Uniform Act Sec. No.	1909 Ala.	1913 Alaska	1913 Arizona	1913 Ark.	California Code, 1917	Rev. Stat. 1908, ch. 95. Colorado	Gen. Stat. 1902, tit. 33, ch. 234. Conn.	Law 191 ch. 1 De
	Laws 1909, p. 126.	Laws 1913, ch. 64.	Rev. Stat. 1901, tit. 49	Laws 1913, Act 91.				
95	95	95	3398	95	3176	4558	4265	9
96	96	96	3399	96	3177	4559	4266	9
97	97	97	3400	97	3178	4560	4267	9
98	98	98	3401	98	3179	4561	4268	9
99	99	99	3402	99	3180	4562	4269	9
100	100	100	3403	100	3181	4563	4270	10
101	101	101	3404	101	3182	4564	4271	10
102	102	102	3405	102	3183	4565	4272	10
103	103	103	3406	103	3184	4566	4273	10
104	104	104	3407	104	3185	4567	4274	10
105	105	105	3408	105	3186	4568	4275	10
106	106	106	3409	106	3187	4569	4276	10
107	107	107	3410	107	3188	4570	4277	10
108	108	108	3411	108	3189	4571	4278	10
109	109	109	3412	109	3190	4572	4279	10
110	110	110	3413	110	3191	4573	4280	11
111	111	111	3414	111	3192	4574	4281	11
112	112	112	3415	112	3193	4575	4282	11
113	113	113	3416	113	3194	4576	4283	11
114	114	114	3417	114	3195	4577	4284	11
115	115	115	3418	115	3196	4578	4285	11
116	116	116	3419	116	3197	4579	4286	11
117	117	117	3420	117	3198	4580	4287	11
118	118	118	3421	118	3199	4581	4288	11
119	119	119	3422	119	3200	4582	4289	11
120	120	120	3423	120	3201	4583	4290	12
121	121	121	3424	121	3202	4584	4291	12
122	122	122	3425	122	3203	4585	4292	12
123	123	123	3426	123	3204	4586	4293	12
124	124	124	3427	124	3205	4587	4294	12
125	125	125	3428	125	3206	4588	4295	12
126	126	126	3429	126	3207	4589	4296	12
127	127	127	3430	127	3208	4590	4297	12
128	128	128	3431	128	3209	4591	4298	12
129	129	129	3432	129	3210	4592	4299	12
130	130	130	3433	130	3211	4503	4300	13
131	131	131	3434	131	3212	4504	4301	13
132	132	132	3435	132	3213	4595	4302	13
133	133	133	3436	133	3214	4596	4303	13
134	134	134	3437	134	3215	4597	4304	13
135	135	135	3438	135	3216	4598	4305	13
136	136	136	3439	136	3217	4599	4306	13
137	137	137	3440	137	3218	4600	4307	13
138	138	138	3441	138	3219	4601	4308	13
139	139	139	3442	139	3220	4602	4309	13
140	140	140	3443	140	3221	4603	4310	14
141	141	141	3444	141	3222	4604	4311	14

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	Laws 1909, p. 126.	Laws 1913, ch. 64.	Rev. Stat. 1901, tit. 49	Law 1913, Act 91.	California Code,	Rev. Stat. 1908, ch. 95.	Gen. Stat. 1902, tit. 33, ch. 234.	Laws 1911, ch. 191.	U. S. Stat. vol. 30, p. 785 (D. C. Code, ch. 46).
Uniform Act Sec. No.	1909 Ala.	1913 Alaska	1913 Arizona	1913 Ark.	1917 California	1897 Colorado	1897 Conn.	1911 Del.	1899 D. C.
142	142	142	3445	142	3223	4605	4312	142	142
143	143	143	3446	143	3224	4606	4313	143	143
144	144	144	3447	144	3225	4607	4314	144	144
145	145	145	3448	145	3226	4608	4315	145	145
146	146	146	3449	146	3227	4609	4316	146	146
147	147	147	3450	147	3228	4610	4317	147	147
148	148	148	3451	148	3229	4611	4318	148	148
149	149	149	3452	149	3230	4612	4319	149	149
150	150	150	3453	150	3231	4613	4320	150	150
151	151	151	3454	151	3232	4614	4321	151	151
152	152	152	3455	152	3233	4615	4322	152	152
153	153	153	3456	153	3234	4616	4323	153	153
154	154	154	3457	154	3235	4617	4324	154	154
155	155	155	3458	155	3236	4618	4325	155	155
156	156	156	3459	156	3237	4619	4326	156	156
157	157	157	3460	157	3238	4620	4327	157	157
158	158	158	3461	158	3239	4621	4328	158	158
159	159	159	3462	159	3240	4622	4329	150	159
160	160	160	3463	160	3241	4623	4330	160	160
161	161	161	3464	161	3242	4624	4331	161	161
162	162	162	3465	162	3243	4625	4332	162	162
163	163	163	3466	163	3244	4626	4333	163	163
164	164	164	3467	164	3245	4627	4334	164	164
165	165	165	3468	165	3246	4628	4335	165	165
166	166	166	3469	166	3247	4629	4336	166	166
167	167	167	3470	167	3248	4630	4337	167	167
168	168	168	3471	168	3249	4631	4338	168	168
169	169	169	3472	169	3250	4632	4339	169	169
170	170	170	3473	170	3251	4633	4340	170	170
171	171	171	3474	171	3252	4634	4341	171	171
172	172	172	3475	172	3253	4635	4342	172	172
173	173	173	3476	173	3254	4636	4343	173	173
174	174	174	3477	174	3255	4637	4344	174	174
175	175	175	3478	175	3256	4638	4345	175	175
176	176	176	3479	176	3257	4639	4346	176	176
177	177	177	3480	177	3258	4640	4347	177	177
178	178	178	3481	178	3259	4641	4348	178	178
179	179	179	3482	179	3260	4642	4349	179	179
180	180	180	3483	180	3261	4643	4350	180	180
181	181	181	3484	181	3262	4644	4351	181	181
182	182	182	3485	182	3263	4645	4352	182	182
183	183	183	3486	183	3264	4646	4353	183	183
184	184	184	....	184	3265	4647	4354	184	184
185	185	185	....	185	3265a	4648	4355	185	185
186	186	186	....	186	3265b	4649	4356	186	186
187	187	187	....	187	3265c	4650	4357	187	187

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	Laws 1909, p. 126.	Laws 1913, ch. 64.	Rev. Stat. 1901, tit. 49	Law 1913, Act 91.	California Code.	Rev. Stat. 1908, ch. 95.	Gen. Stat. 1902, tit. 33, ch. 284.	Laws 1911, ch. 191.	U. S. Stat. vol. 30, p. 785 (D. C. Code, ch. 46).
Uniform Act Sec. No.	1909 Ala.	1913 Alaska	1913 Arizona	1913 Ark.	1917 California	1897 Colorado	1897 Conn.	1911 Del.	1899 D. C.
188	188	188	....	188	3265d	4651	4358	188	188
189	189	189	....	189	3265e	4652	4359	189	189
190	190	190	....	190	....	4653	....	190	...
191	191	191	3487	191	3266	4654	4170	191	*
192	192	192	3488	192	3266a	4655	4170	192	*
193	193	193	3489	193	3266b	4656	4170	193	*
194	194	194	3490	194	3266c	4657	4170	194	*
195	195	195	....	195	3266d	4658	4170	195	*
196	196	196	3491	196	3266d	4659	4170	196	*
197	197	197	....	197	....	....	....	197	190
198	198	198	....	198	....	....	....	198	191

* General introduction.

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	Gen. Stat. 1906, 4th Div tit. 5, ch. 2.	Laws 1907. Act 89.	Rev. Codes 1908, tit. 13. p. 1326.	Rev. Stat. 1911, ch. 98.	Laws 1913. ch. 63.	Code Supp 1907, tit. 15, p. 729.
Uniform Act Sec. No.	1897 Florida	1907 Hawaii	1903 Idaho	1907 Illinois	1913 Indiana	1907 Iowa
1	2935	1	3458	19	1	1
2	2936	2	3459	20	2	2
3	2937	3	3460	21	3	3
4	2938–9	4	3461	22	4	4
5	2939	5	3462	23	5	5
6	2940	6	3463	24	6	6
7	2941	7	3464	25	7	7
8	2942	8	3465	26	8	8
9	2943	9	3466	27	9	9
10	2944	10	3467	28	10	10
11	2945	11	3468	29	11	11
12	2946	12	3469	30	12	12
13	2947	13	3470	31	13	13
14	2948	14	3471	32	14	14
15	2949	15	3472	33	15	15
16	2950	16	3473	34	16	16
17	2951	17	3474	35	17	17
18	2952	18	3475	36	18	18
19	2963	19	3476	37	19	19
20	2954	20	3477	38	20	20
21	2955	21	3478	39	21	21
22	2956	22	3479	40	22	22
23	2957	23	3480	41	23	23
24	2958	24	3481	42	24	24
25	2959	25	3482	43	25	25
26	2960	26	3483	44	26	26
27	2961	27	3484	45	27	27
28	2962	28	3485	46	28	28
29	2963	29	3486	47	29	29
30	2964	30	3487	48	30	30
31	2965	31	3488	49	31	31
32	2966	32	3489	50	32	32
33	2967	33	3490	51	33	33
34	2968	34	3491	52	34	34
35	2969	35	3492	53	35	35
36	2970	36	3493	54	36	36
37	2971	37	3494	55	37	37
38	2972	38	3495	56	38	38
39	2973	39	3496	57	39	39
40	2974	40	3497	58	40	40
41	2975	41	3498	59	41	41
42	2976	42	3499	60	42	42
43	2977	43	3500	61	43	43
44	2978	44	3501	62	44	44
45	2979	45	3502	63	45	45
46	2979	46	3503	64	46	46
47	2980	47	3504	65	47	47
48	2981	48	3505	66	48	48
49	2982	49	3506	67	49	49

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	Gen. Stat. 1906, 4th Div tit. 5, ch. 2.	Laws 1907, Act 89.	Rev. Codes 1908, tit. 13 p. 1328	Rev. Stat. 1911, ch. 98.	Laws 1913, ch. 63.	Code Supp. 1907, tit. 15, p. 729.
Uniform Act Sec No	1897 Florida	1907 Hawaii	1903 Idaho	1907 Illinois	1913 Indiana	1907 Iowa
50	2983	50	3507	68	50	50
51	2984	51	3508	69	51	51
52	2985	52	3509	70	52	52
53	2086	53	3510	71	55	53
54	2987	54	3511	72	54	54
55	2988	55	3512	73	55	55
56	2989	56	3513	74	56	56
57	2990	57	3514	75	57	57
58	2991	58	3515	76	58	58
59	2992	59	3516	77	59	59
60	2993	60	3517	78	60	60
61	2994	61	3518	79	61	61
62	2995	62	3519	80	62	62
63	2996	63	3520	81	63	63
64	2997	64	3521	82	64	64
65	2998	65	3522	83	65	65
66	2999	66	3523	84	66	66
67	3000	67	3524	85	67	67
68	3001	68	3525	86	68	68
69	3002	69	3526	87	69	69
70	3003	70	3527	88	70	70
71	3004	71	3528	89	71	71
72	3005	72	3529	90	72	72
73	3006	73	3530	91	73	73
74	3007	74	3531	92	74	74
75	3008	75	3532	93	75	75
76	3009	76	3533	94	76	76
77	3010	77	3534	95	77	77
78	3011	78	3535	96	78	78
79	3012	79	3536	97	79	79
80	3012	80	3537	98	80	80
81	3013	81	3538	99	81	81
82	3014	82	3539	100	82	82
83	3015	83	3540	101	83	83
84	3016	84	3541	102	84	84
85	3017	85	3542	103	85	85
86	3017	86	3543	104	86	86
87	3018	87	3544	...	87	87
88	3019	88	3545	105	88	88
89	3020	89	3546	106	89	89
90	3021	90	3547	107	90	90
91	3022	91	3548	108	91	91
92	3023	92	3549	109	92	92
93	3024	93	3550	110	93	93
94	3025	94	3551	111	94	94
95	3026	95	3552	112	95	95
96	3027	96	3553	113	96	96
97	3027	97	3554	114	97	97
98	3028	93	555	115	98	98

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	Gen. Stat. 1906, 4th Div. tit. 5, ch. 2.	Laws 1907, Act 89.	Rev. Codes 1908, tit. 13, p. 1326.	Rev. Stat. 1911, ch. 98.	Laws 1913, ch. 63.	Code Supp 1907, tit. 15, p. 729.
Uniform Act Sec. No.	1897 Florida	1907 Hawaii	1903 Idaho	1907 Illinois	1913 Indiana	1907 Iowa
99	3029	99	3556	116	99	99
100	3029	100	3557	117	100	100
101	3030	101	3558	118	101	101
102	3031	102	3559	119	102	102
103	3031	103	3560	120	103	103
104	3032	104	3561	121	104	104
105	3033	105	3562	122	105	105
106	3033	106	3563	123	106	106
107	3034	107	3564	124	107	107
108	3035	108	3565	125	108	108
109	3036	109	3566	126	109	109
110	3036	110	3567	127	110	110
111	3036	111	3568	128	111	111
112	3037	112	3569	129	112	112
113	3038	113	3570	130	113	113
114	3039	114	3571	131	114	114
115	3039	115	3572	132	115	115
116	3039	116	3573	133	116	116
117	3040	117	3574	134	117	117
118	3041	118	3575	135	118	118
119	3042	119	3576	136	119	119
120	3042	120	3577	137	120	120
121	3043	121	3578	138	121	121
122	3044	122	3579	139	122	122
123	3045	123	3580	140	123	123
124	3046	124	3581	141	124	124
125	3046	125	3582	142	125	125
126	3047	126	3583	143	126	126
127	3047	127	3584	144	127	127
128	3047	128	3584	145	128	128
129	3048	129	3586	146	129	129
130	3049	130	3587	147	130	130
131	3050	131	3588	148	131	131
132	3051	132	3589	149	132	132
133	3051	133	3590	150	133	133
134	3051	134	3591	151	134	134
135	3052	135	3592	152	135	135
136	3053	136	3593	153	136	136
137	3054	137	3594	...	137	137
138	3055	138	3595	154–155	138	138
139	3056	139	3596	156	139	139
140	3056	140	3597	157	140	140
141	3056	141	3598	158	141	141
142	3057	142	3599	159	142	142
143	3058	143	3600	160	143	143
144	3059	144	3601	161	144	144
145	3060	145	3602	162	145	145
146	3061	146	3603	163	146	146
147	3062	147	3604	164	147	147
148	3062	148	3605	165	148	148

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	Gen. Stat. 1906, 4th Div. tit. 5, ch. 2.	Laws 1907, Act 89.	Rev. Codes 1908, tit. 13, p. 1326.	Rev. Stat. 1911, ch. 98.	Laws 1913, ch. 63.	Code Supp 1907, tit. 15, p. 729.
Uniform Act Sec. No.	1897 Florida	1907 Hawaii	1903 Idaho	1907 Illinois	1913 Indiana	1907 Iowa
149	3063	149	3606	166	149	149
150	3063	150	3607	167	150	150
151	3064	151	3608	168	151	151
152	3065	152	3609	169	152	152
153	3066	153	3610	170	153	153
154	3066	154	3611	171	154	154
155	3067	155	3612	172	155	155
156	3067	156	3613	173	156	156
157	3068	157	3614	174	157	157
158	3069	158	3615	175	158	158
159	3070	159	3616	176	159	159
160	3071	160	3617	177	160	160
161	3073	161	3618	178	161	161
162	3074	162	3619	179	162	162
163	3075	163	3620	180	163	163
164	3076	164	3621	181	164	164
165	3076	165	3622	182	165	165
166	3077	166	3623	183	166	166
167	3078	167	3624	184	167	167
168	3079	168	3625	185	168	168
169	3080	169	3626	186	169	169
170	3081	170	3627	187	170	170
171	3082	171	3628	188	171	171
172	3082	172	3629	189	172	172
173	3083	173	3630	190	173	173
174	3084	174	3631	181	174	174
175	3085	175	3632	192	175	175
176	3086	176	3633	193	176	176
177	3086	177	3634	194	177	177
178	3087	178	3635	195	178	178
179	3088	179	3636	196	179	179
180	3089	180	3637	197	180	180
181	3090	181	3638	198	181	181
182	3091	182	3639	199	182	182
183	3092	183	3640	200	183	183
184	3093	184	3641	201	184	184
185	3094	185	3642	202	185	185
186	3095	186	3643	203	186	186
187	3096	187	3644	204	187	187
188	3097	188	3645	205	188	188
189	3098	189	3646	206	189	189
190	2934	190	3647	207	190	190
191	2934	191	3648	208	191	191
192	2934	192	3649	209	192	192
193	2934	193	3650	210	193	193
194	2934	194	3651	211	194	194
195	....	195	3652	212	195	195
196	2934	196	3653	213	196	196
197	....	197	....	214	197	197
198	....	198	....	....	198	198

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	Gen. Stat. 1909, ch. 84.	Stat. 1909 (Carroll), ch, 90B, sec. 3720b.	Laws 1904, Act 64.	Laws 1917, ch. 257.	Ann. Civ. Code 1910, art. 13.	Rev. Laws 1902, ch. 73.	Pub. Acts 1905, Act 265.	Laws 1913, ch. 272, Gen. St St. 1913	Laws 1916, ch. 244. p. 355.
Uniform Act Sec. No.	1905 Kansas	1904 Ky.	1904 La.	1917 Maine	1898 Md.	1898 Mass.	1905 Mich.	1913 Minn.	1916 Miss.
1	5254	1	1	1	20	18	3	1	1
2	5255	2	2	2	21	19	4	2	2
3	5256	3	3	3	22	20	5	3	3
4	5257	4	4	4	23	21	6	4	4
5	5258	5	5	5	24	22	7	5	5
6	5259	6	6	6	25	23	8	6	6
7	5260	7	7	7	26	24	9	7	7
8	5261	8	8	8	27	25	10	8	8
9	5262	9	9	9	28	26	11	9	9
10	5263	10	10	10	29	27	12	10	10
11	5264	11	11	11	30	28	13	11	11
12	5265	12	12	12	31	29	14	12	12
13	5266	13	13	13	32	30	15	13	13
14	5267	14	14	14	33	31	16	14	14
15	5268	15	15	15	34	32	17	15	15
16	5269	16	16	16	35	33	18	16	16
17	5270	17	17	17	36	34	19	17	17
18	5271	18	18	18	37	35	20	18	18
19	5272	19	19	19	38	36	21	19	19
20	5273	20	20	20	39	37	22	20	20
21	5274	21	21	21	40	38	23	21	21
22	5275	22	22	22	41	39	24	22	22
23	5276	23	23	23	42	40	25	23	23
24	5277	24	24	24	43	41	26	24	24
25	5278	25	25	25	44	42	27	25	25
26	5279	26	26	26	45	43	28	26	26
27	5280	27	27	27	46	44	29	27	27
28	5281	28	28	28	47	45	30	28	28
29	5282	29	29	29	48	46	31	29	29
30	5283	30	30	30	49	47	32	30	30
31	5284	31	31	31	50	48	33	31	31
32	5285	32	32	32	51	49	34	32	32
33	5286	33	33	33	52	50	35	33	33
34	5287	34	34	34	53	51	36	34	34
35	5288	35	35	35	54	52	37	35	35
36	5289	36	36	36	55	53	38	36	36
37	5290	37	37	37	56	54	39	37	37
38	5291	38	38	38	57	55	40	38	38
39	5292	39	39	39	58	56	41	39	39
40	5293	40	40	40	59	57	42	40	40
41	5294	41	41	41	60	58	43	41	41
42	5295	42	42	42	61	59	44	42	42
43	5296	43	43	43	62	60	45	43	43
44	5297	44	44	44	63	61	46	44	44
45	5298	45	45	45	64	62	47	45	45
46	5299	46	46	46	65	63	48	46	46
47	5300	47	47	47	66	64	49	47	47
48	5301	48	48	48	67	65	50	48	48
49	5302	49	49	49	68	66	51	49	49

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	Gen. Stat. 1909, ch. 84.	Stat. 1909 (Carroll), ch. 90B, sec. 3720b.	Laws 1904, Act 64.	Laws 1917, ch. 257.	Ann. Civ. Code 1910, art. 13.	Rev. Laws 1902, ch. 73	Pub. Acts 1905, Act 255.	Laws 1913, ch. 272, Gen. St. St. 1913	Laws 1916, ch. 244, p. 355
Uniform Act Sec. No.	1905 Kansas	1904 Ky.	1904 La.	1917 Maine	1898 Md.	1898 Mass.	1905 Mich.	1913 Minn.	1916 Miss.
50	5303	50	50	50	69	67	52	50	50
51	5304	51	51	51	70	68	53	51	51
52	5305	52	52	52	71	69	54	52	52
53	5306	53	53	53	72	70	55	53	53
54	5307	54	54	54	73	71	56	54	54
55	5308	55	55	55	74	72	57	55	55
56	5309	56	56	56	75	73	58	56	56
57	5310	57	57	57	76	74	59	57	57
58	5311	58	58	58	77	75	60	58	58
59	5312	59	59	59	78	76	61	59	59
60	5313	60	60	60	79	77	62	60	60
61	5314	61	61	61	80	78	63	61	61
62	5315	62	62	62	81	79	64	62	62
63	5316	63	63	63	82	80	65	63	63
64	5317	64	64	64	83	81	66	64	64
65	5318	65	65	65	84	82	67	65	65
66	5319	66	66	66	85	83	68	66	66
67	5320	67	67	67	86	84	69	67	67
68	5321	68	68	68	87	85	70	68	68
69	5322	69	69	69	88	86	71	69	69
70	5323	70	70	70	89	87	72	70	70
71	5324	71	71	71	90	88	73	71	71
72	5325	72	72	72	91	89	74	72	72
73	5326	73	73	73	92	90	75	73	73
74	5327	74	74	74	93	91	76	74	74
75	5328	75	75	75	94	92	77	75	75
76	5329	76	76	76	95	93	78	76	76
77	5330	77	77	77	96	94	79	77	77
78	5331	78	78	78	97	95	80	78	78
79	5332	79	79	79	98	96	81	79	79
80	5333	80	80	80	99	97	82	80	80
81	5334	81	81	81	100	98	83	81	81
82	5335	82	82	82	101	99	84	82	82
83	5336	83	83	83	102	100	85	83	83
84	5337	84	84	84	103	101	86	84	84
75	5338	85	85	85	104	102	87	85	85
86	5339	86	86	86	105	103	88	86	86
87	5340	87	87	87	106	104	89	87	87
88	5341	88	88	88	107	105	90	88	88
89	5342	89	89	89	108	106	91	89	89
90	5343	90	90	90	109	107	92	90	90
91	5344	91	91	91	110	108	93	91	91
92	5345	92	92	92	111	109	94	92	92
93	5346	93	93	93	112	110	95	93	93
94	5347	94	94	94	113	111	96	94	94
95	5348	95	95	95	114	112	97	95	95
96	5349	96	96	96	115	113	98	96	96
97	5350	97	97	97	116	114	99	97	97
98	5351	98	98	98	117	115	100	98	98

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	Gen. Stat. 1909, ch. 84.	Stat. 1909 (Carroll), ch. 90B, sec 3720b.	Laws 1904, Act 64.	Laws 1917, ch. 257.	Ann. Civ. Code 1910, art. 13.	Rev. Laws 1902, ch. 73.	Pub. Acts 1905, Act 265.	Laws 1913, ch. 272, Gen. St. 1913	Laws 1916, ch. 244, p. 355.
Uniform Act Sec. No.	1905 Kansas	1904 Ky.	1904 La.	1917 Maine	1898 Md.	1898 Mass.	1905 Mich.	1913 Minn.	1916 Miss.
99	5352	99	99	99	118	116	101	99	99
100	5353	100	100	100	119	117	102	100	100
101	5354	101	101	101	120	118	103	101	101
102	5355	102	102	102	121	119	104	102	102
103	5356	103	103	103	122	120	105	103	103
104	5357	104	104	104	123	121	106	104	104
105	5358	105	105	105	124	122	107	105	105
106	5359	106	106	106	125	123	108	106	106
107	5360	107	107	107	126	124	109	107	107
108	5361	108	108	108	127	125	110	108	108
109	5362	109	109	109	128	126	111	109	109
110	5363	110	110	110	129	127	112	110	110
111	5364	111	111	111	130	128	113	111	111
112	5365	112	112	112	131	129	114	112	112
113	5366	113	113	113	132	130	115	113	113
114	5367	114	114	114	133	131	116	114	114
115	5368	115	115	115	134	132	117	115	115
116	5369	116	116	116	135	133	118	116	116
117	5370	117	117	117	136	134	119	117	117
118	5371	118	118	118	137	135	120	118	118
119	5372	119	119	119	138	136	121	119	119
120	5373	120	120	120	139	137	122	120	120
121	5374	121	121	121	140	138	123	121	121
122	5375	122	122	122	141	139	124	122	122
123	5376	123	123	123	142	140	125	123	123
124	5377	124	124	124	143	141	126	124	124
125	5378	125	125	125	144	142	127	125	125
126	5379	126	126	126	145	143	128	126	126
127	5380	127	127	127	146	144	129	127	127
128	5381	128	128	128	147	145	130	128	128
129	5382	129	129	129	148	146	131	129	129
130	5383	130	130	130	149	147	132	130	130
131	5384	131	131	131	150	148	133	131	131
132	5385	132	132	132	151	149	134	132	132
133	5386	133	133	133	152	150	135	133	133
134	5387	134	134	134	153	151	136	134	134
135	5388	135	135	135	154	152	137	135	135
136	5389	136	136	136	155	153	138	136	136
137	5390	137	137	137	156	154	139	137	137
138	5391	138	138	138	157	155	140	138	138
139	5392	139	139	139	158	156	141	139	139
140	5393	140	140	140	159	157	142	140	140
141	5394	141	141	141	160	158	143	141	141
142	5395	142	142	142	161	159	144	142	142
143	5396	143	143	143	162	160	145	143	143
144	5397	144	144	144	163	161	146	144	144
145	5398	145	145	145	164	162	147	145	145
146	5399	146	146	146	165	163	148	146	146
147	5400	147	147	147	166	164	149	147	147
148	5401	148	148	148	167	165	150	148	148

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Uniform Act Sec. No.	Gen. Stat. 1909, ch. 84. 1905 Kansas	Stat. 1909 (Carroll), ch. 90B, sec. 3720b. 1904 Ky	Laws 1904, Act 64. 1904 La.	Laws 1917, ch. 257. 1917 Maine	Ann. Civ. Code 1910, art. 13. 1898 Md.	Rev. Laws 1902, ch. 73. 1898 Mass.	Pub. Acts 1905, Act 265. 1905 Mich.	Laws 1913, ch. 272, Gen. St. 1913 1913 Minn.
149	5402	149	149	149	168	166	151	149
150	5403	150	150	150	169	167	152	150
151	5404	151	151	151	170	168	153	151
152	5405	152	152	152	171	169	154	152
153	5406	153	153	153	172	170	155	153
154	5407	154	154	154	173	171	156	154
155	5408	155	155	155	174	172	157	155
166	5409	156	156	156	175	173	158	156
157	5410	157	157	157	176	174	159	157
158	5411	158	158	158	177	175	160	158
159	5412	159	159	159	178	176	161	159
160	5413	160	160	160	179	177	162	160
161	5414	161	161	161	180	178	163	161
162	5415	162	162	162	181	179	164	162
163	5416	163	163	163	182	180	165	163
164	5417	164	164	164	183	181	166	164
165	5418	165	165	165	184	182	167	165
166	5419	166	166	166	185	183	168	166
167	5420	167	167	167	186	184	169	167
168	5421	168	168	168	187	185	170	168
169	5422	169	169	169	188	186	171	169
170	5423	170	170	170	189	187	172	170
171	5424	171	171	171	190	188	173	171
172	5425	172	172	172	191	189	174	172
173	5426	173	173	173	192	190	175	173
174	5427	174	174	174	193	191	176	174
175	5428	175	175	175	195	192	177	175
176	5429	176	176	176	195	193	178	176
177	5430	177	177	177	196	194	179	177
178	5431	178	178	178	197	195	180	178
179	5432	179	179	179	198	196	181	179
180	5433	180	180	180	199	197	182	180
181	5434	181	181	181	200	198	183	181
182	5435	182	182	182	201	199	184	182
183	4536	183	183	183	202	200	185	183
184	5437	184	184	184	203	201	186	184
185	5438	185	185	185	204	202	187	185
186	5439	186	186	186	205	203	188	186
187	5440	187	187	187	206	204	189	187
188	5441	188	188	188	207	205	190	188
189	5442	189	189	189	208	206	191	189
190	5247	190	190	190	13	...	1	190
191	5248	191	191	191	14	207	2	191
192	5249	192	192	192	15	208	2	192
193	5250	193	193	193	16	209	2	193
194	5251	194	194	194	17	210	2	194
195	5252	195	195	195	18	211	2	195
196	5253	196	196	196	19	212	2	196
197	....	197	197	197	19	...	..	197
198	....	198	198	....	..	..	...	198

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	Rev. Stat. 1909, tit. 15, ch. 86, p. 3122.	Civ. Code 1907, tit. 15, p. 1593.	Rev. Stat. 1913, ch. 54.	Rev. Laws 1912, Vol. 1, p. 769.	Laws 1909, ch. 122.	Comp. Stat. 1910, Vol. 3, p. 3732.	Laws 1907, ch. 88.
Uniform Act Sec. No.	1905 Missouri	1903 Montana	1905 Nebraska	1907 Nevada	1909 N. H.	1902 N. J.	1907 N. Mexico
1	9972	5849	5319	2548	1	1	1
2	9973	5850	5320	2549	2	2	2
3	9974	5851	5321	2550	3	3	3
4	9975	5852	5322	2551	4	4	4
5	9976	5853	5323	2552	5	5	5
6	8977	5854	5324	2553	6	6	6
7	9978	5855	5325	2554	7	7	7
8	9979	5856	5326	2555	8	8	8
9	9980	5857	5327	2556	9	9	9
10	9981	5858	5328	2557	10	10	10
11	9982	5859	5329	2558	11	11	11
12	9983	5860	5330	2559	12	12	12
13	9984	5861	5331	2560	13	13	13
14	9985	5862	5332	2561	14	14	14
15	9986	5863	5333	2562	15	15	15
16	9987	5864	5334	2563	16	16	16
17	9988	5865	5335	2564	17	17	17
18	9989	5866	5336	2565	18	18	18
19	9990	5867	5337	2566	19	19	19
20	9991	5868	5338	2567	20	20	20
21	9992	5869	5339	2568	21	21	21
22	9993	5870	5340	2569	22	22	22
23	9994	5871	5341	2570	23	23	23
24	9995	5872	5342	2571	24	24	24
25	9996	5873	5343	2572	25	25	25
26	9997	5874	5344	2573	26	26	26
27	9998	5875	5345	2574	27	27	27
28	9999	5876	5346	2575	28	28	28
29	10000	5877	5347	2576	29	29	29
30	10001	5878	5348	2577	30	30	30
31	10002	5879	5349	2578	31	31	31
32	10003	5880	5350	2579	32	32	32
33	10004	5881	5351	2580	33	33	33
34	10004	5882	5352	2581	34	34	34
35	10005	5883	5353	2582	35	35	35
36	10006	5884	5354	2583	36	36	36
37	10007	5885	5355	2584	37	37	37
38	10008	5886	5356	2585	38	38	38
39	10009	5887	5357	2586	39	39	39
40	10010	5888	5358	2587	40	40	40
41	10011	5889	5359	2588	41	41	41
42	10012	5890	5360	2589	42	42	42
43	10013	5891	5361	2590	43	43	43
44	10014	5892	5362	2591	44	44	44
45	10015	5893	5363	2592	45	45	45
46	10016	5894	5364	2593	46	46	46
47	10017	5895	5365	2594	47	47	47
48	10018	5896	5366	2595	48	48	48
49	10019	5897	5367	2596	49	49	49

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Uniform Act Sec. No.	Rev. Stat. 1909, tit. 15, ch. 86, p. 3122. 1905 Missouri	Civ. Code 1907, tit. 15, p. 1593. 1903 Montana	Rev. Stat. 1913, ch. 54. 1905 Nebraska	Rev. Laws 1912, Vol. 1, p. 709. 1907 Nevada	Laws 1909, ch. 123. 1909 N. H	Comp. Stat. 1910, Vol. 3, p. 3733. 1902 N. J.	Laws 1907, ch. 8 1907 N. Mex
50	10020	5898	5368	2597	50	50	50
51	10021	5899	5369	2598	51	51	51
52	10022	5900	5370	2599	52	52	52
53	10023	5901	5371	2600	53	53	53
54	10024	5902	5372	2601	54	54	54
55	10025	5903	5373	2602	55	55	55
56	10026	5904	5374	2603	56	56	56
57	10027	5905	5375	2604	57	57	57
58	10028	5906	5376	2605	58	58	58
59	10029	5907	5377	2606	59	59	59
60	10030	5908	5378	2607	60	60	60
61	10031	5909	5379	2608	61	61	61
62	10032	5910	5380	2609	62	62	62
63	10033	5911	5381	2610	63	63	63
64	10034	5912	5382	2611	64	64	64
65	10035	5913	5383	2612	65	65	65
66	10036	5914	5384	2613	66	66	66
67	10037	5915	5385	2614	67	67	67
68	10038	5916	5386	2615	68	68	68
69	10039	5917	5387	2616	69	69	69
70	10040	5918	5388	2617	70	70	70
71	10041	5919	5389	2618	71	71	71
72	10042	5920	5390	2619	72	72	72
73	10043	5921	5391	2620	73	73	73
74	10044	5922	5392	2621	74	74	74
75	10045	5923	5393	2622	75	75	75
76	10046	5924	5394	2623	76	76	76
77	10047	5925	5395	2624	77	77	77
78	10048	5926	5396	2625	78	78	78
79	10049	5927	5397	2626	79	79	79
80	10050	5928	5398	2627	80	80	80
81	10051	5929	5399	2628	81	81	81
82	10052	5930	5400	2629	82	82	82
83	10053	5931	5401	2630	83	83	83
84	10054	5932	5402	2631	84	84	84
85	10055	5933	5403	2632	85	85	85
86	10056	5934	5404	2633	86	86	86
87	10057	5935	....	2634	87	87	87
88	10058	5936	5405	2635	88	88	88
89	10059	5937	5406	2636	89	89	89
90	10060	5938	5407	2637	90	90	90
91	10061	5939	5408	2638	91	91	91
92	10062	5940	5409	2639	92	92	92
93	10063	5941	5410	2640	93	93	93
94	10064	5942	5411	2641	94	94	94
95	10065	5943	5412	2642	95	95	95
96	10066	5944	5413	2643	96	96	96
97	10067	5945	5414	2644	97	97	97
98	10068	5946	5415	2645	98	98	98
99	10069	5947	5416	2646	99	99	99

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	Rev. Stat. 1909, tit. 15, ch. 86, p. 3122.	Civ. Code 1907, tit. 15, p. 1593.	Rev. Stat. 1913, ch. 54.	Rev. Laws 1912, Vol. 1, p. 769.	Laws 1909, ch. 123.	Comp. Stat. 1910, Vol. 3, p. 3732.	Laws 1907, ch. 83.
Uniform Act Sec. No.	1905 Missouri	1903 Montana	1905 Nebraska	1907 Nevada	1909 N. H.	1902 N. J.	1907 N. Mexico
100	10070	5948	5417	2647	100	100	100
101	10071	5949	5418	2648	101	101	101
102	10072	5950	5419	2649	102	102	102
103	10073	5951	5420	2650	103	103	103
104	10074	5952	5421	2651	104	104	104
105	10075	5953	5422	2652	105	105	105
106	10076	5954	5423	2653	106	106	106
107	10077	5955	5424	2654	107	107	107
108	10078	5956	5425	2655	108	108	108
109	10079	5957	5426	2656	109	109	109
110	10080	5958	5427	2657	110	110	110
111	10081	5959	5428	2658	111	111	111
112	10082	5960	5429	2659	112	112	112
113	10083	5961	5430	2660	113	113	113
114	10084	5962	5431	2661	114	114	114
115	10085	5963	5432	2662	115	115	115
116	10086	5964	5433	2663	116	116	116
117	10087	5965	5434	2664	117	117	117
118	10088	5966	5435	2665	118	118	118
119	10089	5967	5436	2666	119	119	119
120	10090	5968	5437	2667	120	120	120
121	10091	5969	5438	2668	121	121	121
122	10092	5970	5439	2669	122	122	122
123	10093	5971	5440	2670	123	123	123
124	10094	5972	5441	2671	124	124	124
125	10095	5973	5442	2672	125	125	125
126	10096	5974	5443	2763	126	126	126
127	10097	5975	5444	2674	127	127	127
128	10098	5976	5445	2675	128	128	128
129	10099	5977	5446	2676	129	129	129
130	10100	5978	5447	2677	130	130	130
131	10101	5979	5448	2678	131	131	131
132	10102	5980	5449	2679	132	132	132
133	10103	5981	5450	2680	133	133	133
134	10104	5982	5451	2681	134	134	134
135	10105	5983	5452	2682	135	135	135
136	10106	5984	5453	2683	136	136	136
137	10107	5985	5454	2684	137	137	137
138	10108	5986	5455	2685	138	138	138
139	10109	5987	5456	2686	139	139	139
140	10110	5988	5457	2687	140	140	140
141	10111	5989	5458	2688	141	141	141
142	10112	5990	5459	2689	142	142	142
143	10113	5991	5460	2690	143	143	143
144	10114	5992	5461	2691	144	144	144
145	10115	5993	5462	2692	145	145	145
146	10116	5994	5463	2693	146	146	146
147	10117	5995	5464	2694	147	147	147
148	10118	5996	5465	2695	148	148	148
149	10119	5997	5466	2696	149	149	149

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Uniform Act Sec. No.	Rev. Stat. 1909, tit. 15, ch. 86, p. 3122. 1905 Missouri	Civ. Code 1907, tit. 15, p. 1593. 1903 Montana	Rev. Stat. 1913, ch. 54. 1905 Nebraska	Rev. Laws 1912, Vol. 1. p. 769. 1907 Nevada	Laws 1909, ch. 123. 1909 N. H.	Comp. Stat. 1910, Vol. 3, p. 3732. 1902 N. J.	Laws 1907, ch. 83. 1907 N. Mexico
150	10120	5998	5467	2697	150	150	150
151	10121	5999	5468	2698	151	151	151
152	10122	6000	5469	2699	152	152	152
153	10123	6001	5470	2700	153	153	153
154	10124	6002	5471	2701	154	154	154
155	10125	6003	5472	2702	155	155	155
156	10126	6004	5473	2703	156	156	156
157	10127	6005	5474	2704	157	157	157
158	10128	6006	5475	2705	158	158	158
159	10129	6007	5476	2706	159	159	159
160	10130	6008	5477	2707	160	160	160
161	10131	6009	5478	2708	161	161	161
162	10132	6010	5479	2709	162	162	162
163	10133	6011	5480	2710	163	163	163
164	10134	6012	5481	2711	164	164	164
165	10135	6013	5482	2712	165	165	165
166	10136	6014	5483	2713	166	166	166
167	10137	6015	5484	2714	167	167	167
168	10138	6016	5485	2715	168	168	168
169	10139	6017	5486	2716	169	169	169
170	10140	6018	5487	2717	170	170	170
171	10141	6019	5488	2718	171	171	171
172	10142	6020	5489	2719	172	172	172
173	10143	6021	5490	2720	173	173	173
174	10144	6022	5491	2721	174	174	174
175	10145	6023	5492	2722	175	175	175
176	10146	6024	5493	2723	176	176	176
177	10147	6025	5494	2724	177	177	177
178	10148	6026	5495	2725	178	178	178
179	10149	6027	5496	2726	179	179	179
180	10150	6027	5497	2727	180	180	180
191	10151	6029	5498	2728	181	181	181
182	10162	6030	5499	2729	182	182	182
183	10153	6031	5500	2730	183	183	183
184	10154	6032	5501	2731	184	184	184
185	10155	6033	5502	2732	185	185	185
186	10156	6034	5503	2733	186	186	186
187	10157	6035	5504	2734	187	187	187
188	10158	6036	5505	2735	188	188	188
189	10159	6037	5506	2736	189	189	189
190	99171	5842	....	2737	...	190	190
191	10160	5843	5507	2738	190	191	191
192	10161	5844	5508	2739	191	192	192
193	10162	5845	5509	2740	192	193	193
194	10163	5846	5510	2741	193	194	194
195	10164	5847	....	2742	194	195	195
196	10165	5848	5511	2743	195	196	196
197	....	....	....	....	196	197	197
198	....	....	....	....	196	198	198

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	Consol. Laws ch. 38.	Rev. 1905, ch. 54.	Rev. Codes 1905 (Civ. Code), ch. 90.	Gen. Code 1910, Pt. 2, tit. 7, Div. 2, p. 1717.	Rev. Laws 1910, ch. 49.	Gen. Laws 1910 (L. O. L.), tit. 40, ch. 2, p. 2128.	Laws 1901, p. 194.	Gen. Laws 1909, tit. 19, ch. 200.	Acts, 1914, Act 396 p. 668.
Uniform Act Sec. No.	1897 N. Y.	1899 N. C.	1899 N. D.	1902 Ohio	1909 Oklahoma	1899 Oregon	1901 Penn.	1899 R. I.	1914 S. C.
1	20	2151	6303	8106	4051	5834	1	7	1
2	21	2152	6304	8107	4052	5835	2	8	2
3	22	2153	6305	8108	4053	5836	3	9	3
4	23	2154	6306	8109	4054	5837	4	10	4
5	24	2155	6307	8110	4055	5838	5	11	5
6	25	2156	6308	8111	4056	5839	6	12	6
7	26	2157	6309	8112	4057	5840	7	13	7
8	27	2158	6310	8113	4058	5841	8	14	8
9	28	2159	6311	8114	4059	5842	9	15	9
10	29	2160	6312	8115	4060	5843	10	16	10
11	30	2161	6313	8116	4061	5844	11	17	11
12	31	2162	6314	8117	4062	5845	12	18	12
13	32	2163	6315	8118	4063	5846	13	19	13
14	33	2164	6316	8119	4064	5847	14	20	14
15	34	2165	6317	8120	4065	5848	15	21	15
16	35	2166	6318	8121	4066	5849	16	22	16
17	36	2341	6319	8122	4067	5850	17	23	17
18	37	2167	6320	8123	4068	5851	18	24	18
19	38	2163	6321	8124	4069	5852	19	25	19
20	39	2169	6322	8125	4070	5853	20	26	20
21	40	2170	6323	8126	4071	5854	21	27	21
22	41	2180	6324	8127	4072	5855	22	28	22
23	42	2171	6325	8128	4073	5856	23	29	23
24	50	2172	6326	8129	4074	5857	24	30	24
25	51	2173	6327	8130	4075	5858	25	31	25
26	52	2174	6328	8131	4076	5859	26	32	26
27	53	2175	6329	8132	4077	5860	27	33	27
28	54	2176	6330	8133	4078	5861	28	34	28
29	55	2177	6331	8134	4079	5862	29	35	29
30	60	2178	6332	8135	4080	5863	30	36	30
31	61	2179	6333	8136	4081	5864	31	37	31
32	62	2181	6334	8137	4082	5865	32	38	32
33	63	2182	6335	8138	4083	5866	33	39	33
34	64	2183	6336	8139	4084	5867	34	40	34
35	65	2184	6337	8140	4085	5868	35	41	35
36	66	2185	6338	8141	4086	5869	36	42	36
37	67	2186	6339	8142	4087	5870	37	43	37
38	68	2187	6340	8143	4088	5871	38	44	38
39	69	2188	6341	8144	4089	5872	39	45	39
40	70	2189	6342	8145	4090	5873	40	46	40
41	71	2190	6343	8146	4091	5874	41	47	41
42	72	2191	6344	8147	4092	5875	42	48	42
43	73	2192	6345	8148	4093	5876	43	49	43
44	74	2193	6346	8149	4094	5877	44	50	44
45	75	2194	6347	8150	4095	5878	45	51	45
46	76	2195	6348	8151	4096	5879	46	52	46
47	77	2196	6349	8152	4097	5880	47	53	47

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	Consol. Laws ch. 38.	Rev. 1905, ch. 54.	Rev. Codes 1905 (Civ. Code), ch. 90.	Gen. Code 1910, Pt. 2, tit. 7, Div. 2, p. 1717.	Rev Laws 1910, ch. 49.	Gen Laws 1910 (L. O. L.), tit. 40, ch. 2, p. 2128.	Laws 1901, p. 194	Gen Laws 1909, tit. 19, ch. 200.	Acts, 1914, Act 396 p. 668.
Uniform Act Sec. No.	1897 N. Y.	1899 N. C.	1899 N. D.	1902 Ohio	1909 Oklahoma	1899 Oregon	1901 Penn	1899 R. I.	1914 S. C.
48	78	2197	6350	8153	4098	5881	48	54	48
49	79	2198	6351	8154	4099	5882	49	55	49
50	80	2199	6352	8155	4100	5883	50	56	50
51	90	2200	6353	8156	4101	5884	51	57	51
52	91	2201	6354	8157	4102	5885	52	58	52
53	92	2202	6355	8158	4103	5886	53	59	53
54	93	2203	6356	8159	4104	5887	54	60	54
55	94	2204	6357	8160	4105	5888	55	61	55
56	95	2205	6358	8161	4106	5889	56	62	56
57	96	2206	6359	8162	4107	5890	57	63	57
58	97	2207	6360	8163	4108	5891	58	64	58
59	98	2208	6361	8164	4109	5892	59	65	59
60	110	2209	6362	8165	4110	5893	60	66	60
61	111	2210	6363	8166	4111	5894	61	67	61
62	112	2211	6364	8167	4112	5895	62	68	62
63	113	2212	6365	8168	4113	5896	63	69	63
64	114	2213	6366	8169	4114	5897	64	70	64
65	115	2214	6367	8170	4115	5898	65	71	65
66	116	2215	6368	8171	4116	5899	66	72	66
67	117	2216	6369	8172	4117	5900	67	73	67
68	118	2217	6370	8173	4118	5901	68	74	68
69	119	2218	6371	8174	4119	5902	69	75	69
70	130	2219	6372	8175	4120	5903	70	76	70
71	131	2220	6373	8176	4121	5904	71	77	71
72	132	2221	6374	8177	4122	5905	72	78	72
73	133	2222	6375	8178	4123	5906	73	79	73
74	134	2223	6376	8179	4124	5907	74	80	74
75	135	2224	6377	8180	4125	5908	75	81	75
76	136	2225	6378	8181	4126	5909	76	82	76
77	137	2226	6379	8182	4127	5910	77	83	77
78	138	2227	6380	8183	4128	5911	78	84	78
79	139	2228	6381	8184	4129	5912	79	85	79
80	140	2229	6382	8185	4130	5913	80	86	80
81	141	2230	6383	8186	4131	5914	81	87	81
82	142	2231	6384	8187	4132	5915	82	88	82
83	143	2232	6385	8188	4133	5916	83	89	83
84	144	2233	6386	8189	4134	5917	84	90	84
85	145	2234	6387	8190	4135	5918	85	91	85
86	146	2236	6388	8191	4136	5919	86	92	86
87	147	2237	6389	8192	4137	5920	87	93	87
88	148	2238	6390	8193	4138	5921	88	94	88
89	160	2239	6391	8194	4139	5922	89	95	89
90	161	2240	6392	8195	4140	5923	90	96	90
91	162	2241	6393	8196	4141	5924	91	97	91
92	163	2242	6394	8197	4142	5925	92	98	92
93	164	2243	6395	8198	4143	5926	93	99	93
94	165	2244	6396	8199	4144	5927	94	100	94
95	166	2245	6397	8200	4145	5928	95	101	95

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	Consol. Laws ch. 38.	Rev. 1905, ch. 54.	Rev. Codes 1905 (Civ. Code), ch. 90.	Gen. Code 1910, Pt. 2, tit. 7, Div. 2, p. 1717.	Rev. Laws 1910, ch. 49.	Gen. Laws 1910 (L. O. L.), tit. 40, ch. 2, p. 2128.	Laws 1901, p. 194.	Gen. Laws 1909, tit. 19, ch. 200.	Acts 1914 Act 396, p. 668.
Uniform Act Sec. No.	1897 N. Y	1899 N. C.	1899 N. D.	1902 Ohio	1909 Oklahoma	1899 Oregon	1901 Penn.	1899 R. I.	1914 S. C.
96	167	2246	6398	8201	4146	5929	96	102	96
97	168	2247	6399	8202	4147	5930	97	103	97
98	169	2248	6400	8203	4148	5931	98	104	98
99	170	2249	6401	8204	4149	5932	99	105	99
100	171	2250	6402	8205	4150	5933	100	106	100
101	172	2251	6403	8206	4151	5934	101	107	101
102	173	2252	6404	8207	4152	5935	102	108	102
103	174	2253	6405	8208	4153	5936	103	109	103
104	175	2254	6406	8209	4154	5937	104	110	104
105	176	2255	6407	8210	4155	5938	105	111	105
106	177	2256	6408	8211	4156	5939	106	112	106
107	178	2257	6409	8212	4157	5940	107	113	107
108	179	2258	6410	8213	4158	5941	108	114	108
109	180	2259	6411	8214	4159	5942	109	115	109
110	181	2260	6412	8215	4160	5943	110	116	110
111	182	2261	6413	8216	4161	5944	111	117	111
112	183	2262	6414	8217	4162	5945	112	118	112
113	184	2263	6415	8218	4163	5946	113	119	113
114	185	2264	6416	8219	4164	5947	114	120	114
115	186	2265	6417	8220	4165	5948	115	121	115
116	187	2266	6418	8221	4166	5949	116	122	116
117	188	2267	6419	8222	4167	5950	117	123	117
118	189	2268	6420	8223	4168	5951	118	124	118
119	200	2269	6421	8224	4169	5952	119	125	119
120	201	2270	6422	8225	4170	5953	120	126	120
121	202	2271	6423	8226	4171	5954	121	127	121
122	203	2272	6424	8227	4172	5955	122	128	122
123	204	2273	6425	8228	4173	5956	123	129	123
124	205	2274	6426	8229	4174	5957	124	130	124
125	206	2275	6427	8230	4175	5958	125	131	125
126	210	2276	6428	8231	4176	5959	126	132	126
127	211	2277	6429	8232	4177	5960	127	133	127
128	212	2278	6430	8233	4178	5961	128	134	128
129	213	2279	6431	8234	4179	5962	129	135	129
130	214	2280	6432	8235	4180	5963	130	136	130
131	215	2281	6433	8236	4181	5964	131	137	131
132	220	2282	6434	8237	4182	5965	132	138	132
133	221	2283	6435	8238	4183	5966	133	139	133
134	222	2284	6436	8239	4184	5967	134	140	134
135	223	2285	6437	8240	4185	5968	135	141	135
136	224	2286	6438	8241	4186	5969	136	142	136
137	225	2287	6439	8242	4187	5970	137	143	137
138	226	2288	6440	8243	4188	5971	138	144	138
139	227	2289	6441	8244	4189	5972	139	145	139
140	228	2290	6442	8245	4190	5973	140	146	140
141	229	2291	6443	8246	4191	5974	141	147	141
142	230	2292	6444	8247	4192	5975	142	148	142
143	240	2293	6445	8248	4193	5976	143	149	143

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	Consol. Laws ch. 38.	Rev. 1905, ch. 54.	Rev. Codes 1905 (Civ. Code), ch. 90.	Gen. Code 1910, Pt. 2, tit. 7, Div. 2, p. 1717.	Rev. Laws 1910, ch. 49.	Gen. Laws 1910 (L. O. L.), tit. 40, ch. 2, p. 2128.	Laws 1901, p. 194.	Gen. Laws 1909, tit. 19, ch. 200.	Acts 1914, Act 396, p. 668.
Uniform Act Sec. No.	1897 N. Y.	1899 N. C.	1899 N. D.	1902 Ohio	1909 Oklahoma	1909 Oregon	1901 Penn.	1909 R. I.	1914 S. C.
144	241	2294	6446	8249	4194	5977	144	150	144
145	242	2295	6447	8250	4195	5978	145	151	145
146	243	2296	6448	8251	4196	5979	146	152	146
147	244	2297	6449	8252	4197	5980	147	153	147
148	245	2298	6450	8253	4198	5981	148	154	148
149	246	2299	6451	8254	4199	5982	149	155	149
150	247	2300	6452	8255	4200	5983	150	156	150
151	248	2301	6453	8256	4201	5984	151	157	151
152	260	2302	6454	8257	4202	5985	152	158	152
153	261	2303	6455	8258	4203	5986	153	159	153
154	262	2304	6456	8259	4204	5987	154	160	154
155	263	2305	6457	8260	4205	5988	155	161	155
156	264	2306	6458	8261	4206	5989	156	162	156
157	265	2307	6459	8262	4207	5990	157	163	157
158	266	2308	6460	8263	4208	5991	158	164	158
159	267	2309	6461	8264	4209	5992	159	165	159
160	268	2310	6462	8265	4210	5993	160	166	160
161	280	2311	6463	8266	4211	5994	161	167	161
162	281	2312	6464	8267	4212	5995	162	168	162
163	282	2313	6465	8268	4213	5996	163	169	163
164	283	2314	6466	8269	4214	5997	164	170	164
165	284	2315	6467	8270	4215	5998	165	171	165
166	285	2316	6468	8271	4216	5999	166	172	166
167	286	2317	6467	8272	4217	6000	167	173	167
168	287	2318	6470	8273	4218	6001	168	174	168
169	288	2319	6471	8274	4219	6002	169	175	169
170	289	2320	6472	8275	4220	6003	170	176	170
171	300	2321	6473	8276	4221	6004	171	177	171
172	301	2322	6474	8277	4222	6005	172	178	172
173	302	2323	6475	8278	4223	6006	173	179	173
174	303	2324	6476	8279	4224	6007	174	180	174
175	304	2325	6477	8280	4225	6008	175	181	175
176	305	2326	6478	8281	4226	6009	176	182	176
177	306	2327	6479	8282	4227	6010	177	183	177
178	310	2328	6480	8283	4228	6011	178	184	178
179	311	2329	6481	8284	4229	6012	179	185	179
180	312	2330	6482	8285	4230	6013	180	186	180
181	313	2331	6483	8286	4231	6014	181	187	181
182	314	2332	6484	8287	4232	6015	182	188	182
183	315	2333	6485	8288	4233	6016	183	189	183
184	320	2334	6486	8289	4234	6017	184	190	184
185	321	2335	6487	8290	4235	6018	185	191	185
186	322	2336	6488	8291	4236	6019	186	192	186
187	323	2337	6489	8292	4237	6020	187	193	187
188	324	2338	6490	8293	4238	6021	188	194	188
189	325	2339	6491	8294	4239	6022	189	195	189
190	1	....	6492	....	4044	6023	190	...	190
191	2	2340	6493	8295	4045	6023	191	1	191

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	Consol. Laws ch. 38.	Rev. 1905, ch. 54.	Rev. Codes 1905 (Civ. Code), ch. 90.	Gen. Code 1910 Pt. 2, tit. 7, Div. 2, p. 1717.	Rev. Laws 1910, ch. 49.	Gen. Laws 1910 (L. O. L.), tit. 40, ch. 2, p. 2128.	Laws 1901, p. 194.	Gen. Laws 1909, tit. 19, ch. 200.	Acts, 1914, Act 396 p. 668.
Uniform Act Sec. No.	1897 N. Y.	1899 N. C.	1899 N. D.	1902 Ohio	1909 Oklahoma	1899 Oregon	1901 Penn.	1899 R. I.	1914 S. C.
192	3	2342	6494	8296	4046	6023	192	2	192
193	4	2343	6495	8297	4047	6023	193	3	193
194	5	....	6496	8298	4048	6023	194	4	194
195	6	2345	6497	8299	4049	6024	195	5	195
196	7	2344	6498	8300	4050	6025	196	6	196
197	340	....	....	....	....	....	197	....	197
198	341	....	....	....	....	....	198	....	198

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	Comp. Laws 1913, Vol. 2, p. 298.	Code Supp. 1897-1903, p. 571.	Comp. Laws 1907, tit. 53, p. 629.	Laws 1912, Act 99.	Code 1904, ch. 133a, sec. 2841-a.	Rem. & Bal. Code 1910, tit. 19, ch. 3	Acts 1907, ch. 81.	St. 1913, ch. 78.	Comp. St. 1910, ch 210.	Public Laws Vol. 8, p. 116.
Uniform Act Sec. No.	1913 S. D.	1899 Tenn.	1899 Utah	1912 Vt	1897 Va.	1899 Wash.	1907 W. Va.	1899 Wis.	1905 Wyo.	1911 Phil. Isl.
1	1	1	1553	1	1	3392	1	1675-1	3159	1
2	2	2	1554	2	2	3393	2	1675-2	3160	2
3	3	3	1555	3	3	3394	3	1675-3	3161	3
4	4	4	1556	4	4	3395	4	1675-4	3162	4
5	5	5	1557	5	5	3396	5	1675-5	3163	5
6	6	6	1558	6	6	3397	6	1675-6	3164	6
7	7	7	1559	7	7	3398	7	1675-7	3165	7
8	8	8	1560	8	8	3399	8	1675-8	3166	8
9	9	9	1561	9	9	3400	9	1675-9	3167	9
10	10	10	1562	10	10	3401	10	1675-10	3168	10
11	11	11	1563	11	11	3402	11	1675-11	3169	11
12	12	12	1564	12	12	3403	12	1675-12	3170	12
13	13	13	1565	13	13	3404	13	1675-13	3171	13
14	14	14	1566	14	14	3405	14	1675-14	3172	14
15	15	15	1567	15	15	3406	15	1675-15	3173	15
16	16	16	1568	16	16	3407	16	1675-16	3174	16
17	17	17	1569	17	17	3408	17	1675-17	3175	17
18	18	18	1570	18	18	3409	18	1675-18	3176	18
19	19	19	1571	19	19	3410	19	1675-19	3177	19
20	20	20	1572	20	20	3411	20	1675-20	3178	20
21	21	21	1573	21	21	3412	21	1675-21	3179	21
22	22	22	1574	22	22	3413	22	1675-22	3180	22
23	23	23	1575	23	23	3414	23	1675-23	3181	23
24	24	24	1576	24	24	3415	24	1675-50	3182	24
25	25	25	1577	25	25	3416	25	1675-51	3183	25
26	26	26	1578	26	26	3417	26	1675-52	3184	26
27	27	27	1579	27	27	3418	27	1675-53	3185	27
28	28	28	1580	28	28	3419	28	1675-54	3186	28
29	29	29	1581	29	29	3420	29	1675-55	3187	29
30	30	30	1582	30	30	3421	30	1676	3188	30
31	31	31	1583	31	31	3422	31	1676-1	3189	31
32	32	32	1584	32	32	3423	32	1676-2	3190	32
33	33	33	1585	33	33	3424	33	1676-3	3191	33
34	34	34	1586	34	34	3425	34	1676-4	3192	34
35	35	35	1587	35	35	3426	35	1676-5	3193	35
36	36	36	1588	36	36	3427	36	1676-6	3194	36
37	37	37	1589	37	37	3428	37	1676-7	3195	37
38	38	38	1590	38	38	3429	38	1676-8	3196	38
39	39	39	1591	39	39	3430	39	1676-9	3197	39
40	40	40	1592	40	40	3431	40	1676-10	3198	40
41	41	41	1593	41	41	3432	41	1676-11	3199	41
42	42	42	1594	42	42	3433	42	1676-12	3200	42
43	43	43	1595	43	43	3434	43	1676-13	3201	43
44	44	44	1596	44	44	3435	44	1676-14	3202	44
45	45	45	1597	45	45	3436	45	1676-15	3203	45
46	46	46	1598	46	46	3437	46	1676-16	3204	46
47	47	47	1599	47	47	3438	47	1676-17	3205	47
48	48	48	1600	48	48	3439	48	1676-18	3206	48
49	49	49	1601	49	49	3440	49	1676-19	3207	49
50	50	50	1602	50	50	3441	50	1676-20	3208	50
51	51	51	1603	51	51	3442	51	1676-21	3209	51
52	52	52	1604	52	52	3443	52	1676-22	3210	52
53	53	53	1605	53	53	3444	53	1676-23	3211	53
54	54	54	1606	54	54	3445	54	1676-24	3212	54
55	55	55	1607	55	55	3446	55	1676-25	3213	55
56	56	56	1608	56	56	3447	56	1676-26	3214	56
57	57	57	1609	57	57	3448	57	1676-27	3215	57
58	58	58	1610	58	58	3449	58	1676-28	3216	58
59	59	59	1611	59	59	3450	59	1676-29	3217	59
60	60	60	1612	60	60	3451	60	1677	3218	60
61	61	61	1613	61	61	3452	61	1677-1	3219	61
62	62	62	1614	62	62	3453	62	1677-2	3220	62
63	63	63	1615	63	63	3454	63	1677-3	3221	63
64	64	64	1616	64	64	3455	64	1677-4	3222	64
65	65	65	1617	65	65	3456	65	1677-5	3223	65
66	66	66	1618	66	66	3457	66	1677-6	3224	66
67	67	67	1619	67	67	3458	67	1677-7	3225	67

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	Comp. Laws 1913, Vol. 2, p. 298.	Code Supp. 1897-1903, p. 571.	Comp. Laws 1907, tit. 53, p. 629.	Laws 1912 Act 99.	Code 1904, ch. 133a, sec. 2841-a.	Rem. & Bal. Code 1910, tit. 19, ch. 3.	Acts 1907 ch. 81.	St. 1913, ch. 78.	Comp. St. 1910, ch. 210.	Pubbs Laws Vol. 8 p 116.
Uniform Act Sec. No.	1913 S. D.	1899 Tenn.	1899 Utah	1912 Vt.	1897 Va.	1899 Wash.	1907 W. Va.	1899 Wis.	1905 Wyo.	1911 Phil. Isl.
68	68	68	1620	68	68	3459	68	1677–8	3226	68
69	69	69	1621	69	69	3460	69	1677–9	3227	69
70	70	70	1622	70	70	3461	70	1678	3228	70
71	71	71	1623	71	71	3462	71	1678–1	3229	71
72	72	72	1624	72	72	3463	72	1678–2	3230	72
73	73	73	1625	73	73	3464	73	1678–3	3231	73
74	74	74	1626	74	74	3465	74	1678–4	3232	74
75	75	75	1627	75	75	3466	75	1678–5	3233	75
76	76	76	1628	76	76	3467	76	1678–6	3234	76
77	77	77	1629	77	77	3468	77	1678–7	3235	77
78	78	78	1630	78	78	3469	78	1678–8	3236	78
79	79	79	1631	79	79	3470	79	1678–9	3237	79
80	80	80	1632	80	80	3471	80	1678–10	3238	80
81	81	81	1633	81	81	3472	81	1678–11	3239	81
82	82	82	1634	82	82	3473	82	1678–12	3240	82
83	83	83	1635	83	83	3474	83	1678–13	3241	83
84	84	84	1636	84	84	3475	84	1678–14	3242	84
85	85	85	1637	85	85	3475½	85	1678–15	3243	85
86	86	86	1638	86	86	3476	86	1678–16	3244	86
87	..	87	1639	87	87	3477	87	1678–17	3245	87
88	87	88	1640	88	88	3478	88	1678–18	3246	88
89	88	89	1641	89	89	3479	89	1678–19	3247	89
90	89	90	1642	90	90	3480	90	1678–20	3248	90
91	90	91	1643	91	91	3481	91	1678–21	3249	91
92	91	92	1644	92	92	3482	92	1678–22	3250	92
93	92	93	1645	93	93	3483	93	1678–23	3251	93
94	93	94	1646	94	94	3484	94	1678–24	3252	94
95	94	95	1647	95	95	3485	95	1678–25	3253	95
96	95	96	1648	96	96	3486	96	1678–26	3254	96
97	96	97	1649	97	97	3487	97	1678–27	3255	97
98	97	98	1650	98	98	3488	98	1678–28	3256	98
99	98	99	1651	99	99	3489	99	1678–29	3257	99
100	99	100	1652	100	100	3490	100	1678–30	3258	100
101	100	101	1653	101	101	3491	101	1678 31	3259	101
102	101	102	1654	102	102	3492	102	1678–32	3260	102
103	102	103	1655	103	103	3493	103	1678–33	3261	103
104	103	104	1656	104	104	3494	104	1678–34	3262	104
105	104	105	1657	105	105	3495	105	1678–35	3263	105
106	105	106	1658	106	106	3496	106	1678–36	3264	106
107	106	107	1659	107	107	3497	107	1678–37	3265	107
108	107	108	1660	108	108	3498	108	1678–38	3266	108
109	108	109	1661	109	109	3499	109	1678–39	3267	109
110	109	110	1662	110	110	3500	110	1678–40	3268	110
111	110	111	1663	111	111	3501	111	1678–41	3269	111
112	111	112	1664	112	112	3502	112	1678–42	3270	112
113	112	113	1665	113	113	3503	113	1678–43	3271	113
114	113	114	1665a	114	114	3504	114	1678–44	3272	114
115	114	115	1665a1	115	115	3505	115	1678–45	3273	115
116	115	116	1665a2	116	116	3506	116	1678–46	3274	116
117	116	11	1665a3	117	117	3507	117	1678–47	3275	117
118	117	118	1665a4	118	118	3508	118	1678–48	3276	118
119	118	119	1665a5	119	119	3509	119	1679	3277	119
120	119	120	1665a6	120	120	3510	120	1679–1	3278	120
121	120	121	1665a7	121	121	3511	121	1679–2	3279	121
122	121	122	1665a8	122	122	3512	122	1679–3	3280	122
123	122	123	1665a9	123	123	3513	123	1679–4	3281	123
124	123	124	1665a10	124	124	3514	124	1679–5	3282	124
125	124	125	1665a11	125	125	3515	125	1679–6	3283	125
126	125	126	1665a12	126	126	3516	126	1680	3284	126
127	126	127	1665a13	127	127	3517	127	1680a	3285	127
128	127	128	1665a14	128	128	3518	128	1680b	3286	128
129	128	129	1665a15	129	129	3519	129	1680c	3287	129
130	129	130	1665a16	130	130	3520	130	1680d	3288	130
131	130	131	1665a17	131	131	3521	131	1680e	3289	131
132	131	132	1665a18	132	132	3522	132	1680f	3290	132
133	132	133	1665a19	133	133	3523	133	1680g	3291	133
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TITLE I.

NEGOTIABLE INSTRUMENTS IN GENERAL.

ARTICLE I.

FORM AND INTERPRETATION.

Section 1. An instrument to be negotiable must conform to the following requirements:

(1) It must be in writing and signed by the maker or drawer;

(2) Must contain an unconditional promise or order to pay a sum certain in money;

(3) Must be payable on demand, or at a fixed or determinable future time;

(4) Must be payable to order or to bearer; and

(5) Where the instrument is addressed to a drawee, he must be named or otherwise indicated therein with reasonable certainty.

Alabama.— Ex parte Bledsoe (1913), 61 So. 813; Sherrill v. Merch. and Mech. Tr. and Sav. Bk. (1916), 70 So. 723; Oneonta Trust and Banking Co. v. Box (1917), 73 So. 759; Johnson v. Blackman (1918), 78 So. 891.

Arizona.— Slaughter v. Bk. of Bisbee (1916), 154 Pac. 1040.

Arkansas.— Morgan v. Center (1918), 202 S. W. 235.

California.— Navajo Co. Bk. v. Dolson (1912), 126 Pac. 153; Wetzel v Cole (1917), 165 Pac. 692; Chinn v. Penn (1919), 175 Pac. 687.

Colorado.—Norman v. McCarthy (1913), 138 Pac. 28; Ayers v. Walker (1913), 54 Col. 571; Johnson v. Engstone (1916), 155 Pac. 1095; Florence Oil and Refining Co. v. Hiawatha Gas, Oil and Refining Co. (1913), 55 Col. App. 378.

Connecticut.— Nat. Sav. Bk. v. Cable (1901), 73 Conn. 568, 48 Atl. 428; St Paul's Episcopal Church v. Fields (1909), 81 Conn. 670, 72 Atl. 145.

Florida.— Gamble v. Malsby (1914), 64 So. 437.

Idaho.— Kimpton v. Studebaker Bros. Co. (1908), 14 Ida. 552, 94 Pac. 1039; Union Stock Yards Nat Bk. v. Bolan (1908), 14 Ida 87, 93 Pac. 508; Home Land Co. v Osborn (1910), 19 Ida. 75, 112 Pac 764.

Illinois.— Stitzel v. Miller (1910), 157 Ill. App. 390; Peterson v Emery (1910), 154 Ill. App. 294; Bertolet v. Stomer (1911), 164 Ill. App 605; Laumn v. Harrington (1915), 107 N. E 826, 267 Ill 57

Indiana — Essig v. Porter (1916), 112 N. E. 1005; Bingham v. New Town Bank (1918), 118 N. E. 318;

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Millikan v. Security Trust Co. (1918), 118 N E. 568.

Iowa.— Allison v Hollembeak (1908), 138 Iowa, 479, 114 N W 1059; Des Moines Sav. Bk. v Arthur (1913), 143 N W. 556; Blumer v. Schmidt (1914), 146 N W. 751; Jewett Lumber Co. v. Martin Conroy Co. (1915), 152 N W. 493; Manhard v First Natl. Bk. (1917), 165 N W 185; Quinn v. Bane (1917), 164 N. W. 788.

Kansas.— The Holliday St. Bk. v. Hoffman (1911), 85 Kans. 71, 115 Pac. 239; The Rossville State Bk. v. Heslet (1911), 84 Kans. 315, 113 Pac. 1052; Brown v. Cruce (1913), 133 Pac. 865; Smith v Nelson Land & Cattle Co. (1914), 212 Fed. 56.

Kentucky.— Weitlaufer v. Baxter (1910), 137 Ky 326, 125 S. W 741

Louisiana —Continental Bank and Trust Co. v Times Pub. Co. (1917), 76 So. 612; Donart v Rabeto (1917), 76 So. 166

Maryland.— Vandeford v Farmers' and Mech's Nat. Bk. of Westminster, 105 Md 164, 66 Atl. 47; Harper v. Davis (1911), 115 Md 349. 80 Atl 1012; First Denton Natl Bk v Kenney (1911), 116 Md 24, 81 Atl 227

Massachusetts.— Shepard v. Abbott (1901), 179 Mass 300, 60 N. E 782; Torpey v. Tebo (1903), 184 Mass. 307, 68 N. E 223; Mass. Nat Bk v Snow (1905), 187 Mass 159, 72 N. E 959; Berenson v London, etc., Ins Co. (1909), 201 Mass 172, 87 N. E 687; Bryne v. Bryne (1911), 209 Mass. 179; Union Tr Co v. McGinty (1912), 212 Mass 205, 98 N. E. 679; Pierce v. Talbott (1913), 213 Mass 330, 100 N. E 553.

Michigan.— Schmidt v Pegg (1912), 172 Mich. 159, 137 N W. 524; White v Wadhams (1919), 170 S. W. 60.

Mississippi.— Sivley v. Williamson (1916), 72 So 1008

Missouri.— Sublette v Brewington (1909), 139 Mo. App 410, 122 S. W 1150; Nelson v. Diffenderffer (1914), 163 S W 271; Hawkins v Wiest (1912), 167 Mo App 439; Val Blatz Brewing Co. v. Interstate Ice & Cold Storage Co (1912), 143 S. W. 542; Mudd v Farmers and Merchants' Bk of Hunnewell (1914), 162 S W. 314.

Montana.— Cornish v Wolverton (1905), 32 Mont 456, 81 Pac. 4.

Nebraska.— Aurora State Bk v. Hayes Fames Elevator Co (1911), 88 Neb 187; Fisher v. O'Hanlon, Rowan, Appt. (1913), 93 Neb. 529, 141 N. W. 157; First Nat'l Bk. v. Greenlee (1918), 166 N. W. 559.

New Jersey.— Borough of Montvale v. Peoples Bank (1907), 67 Atl. 67

New York.— Deyo v Thompson (1900), 53 A. D. 9; Izzo v. Ludington (1903), 79 A. D. 272, 79 N Y Supp. 744; Young v. Am. Bk No 82 (1904), 44 Misc. 308, 89 N. Y Supp 915; Waddell v. Hanover Nat. Sav. Bk (1905), 48 Misc. 578, 97 N Y Supp. 305; Hibbs v. Brown (1907), 190 N. Y. 167, affirming 112 A D. 214, 82 N E 1108, 98 N. Y. Supp 353; Fulton v. Varney (1907), 117 A. D 572, 102 N Y Supp. 608; Haddock, Blanchard & Co. v. Haddock (1908), 192 N Y 499, 82 N. E 682, 103 N Y Supp. 584; Zander v. N. Y. Security & Tr. Co.

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(1902), 39 Misc. 98, 78 N. Y. Supp. 900; Tanner's Nat. Bk. v. Lacs (1909), 136 A. D. 92, 120 N. Y. Supp. 669; Wray v. Miller (1910), 120 N. Y. Supp. 787; Eq. Tr. Co. of N. Y. v. Were (1911), 132 N. Y. Supp. 351; Rosenburg v. Schoenwald (1911), 126 N. Y. Supp. 615; Eq. Tr. Co. of N. Y. v. Howe (1911), 129 N. Y. Supp. 112; Czerney v. Hass (1911), 144 A. D. 430; Hilborn v. Penn. Cement Co. (1911), 145 A. D. 442; Ryan v. Sullivan (1911), 143 A. D. 471; Eq. Tr. Co. v. Taylor (1911), 131 N. Y. Supp. 475, 72 Misc. 52; Eq. Tr. Co. of N. Y. v. Newman (1911), 129 N. Y. Supp. 259, 72 Misc. 502; St. Lawrence Co. Nat. Bk. v. Watkins (1912), 135 N. Y. Supp. 461; Owens v. Blackburn (1914), 161 A. D. 827, 146 N. Y. Supp. 966; Merchants Nat. Bk. of St. Paul v. Sante Maria Sugar Co. (1914), 147 N. Y. Supp. 498; Kinsella v. Lockwood (1913), 140 N. Y. Supp. 512; Eq. Tr. Co. of N. Y. v. Harger (1913), 102 N. E. 209; Kerr v. Smith (1913), 156 A. D. 807, 142 N. Y. Supp. 57; Crosby v. Bank of Niagara (1915), 154 N. Y. Supp. 883; Hubbard v. Syemite Trap Rock Co. (1917), 165 N. Y. Supp. 486, 178 A. D. 531; Standard Steam Spec. Co. v. Corn Exch. Bk. (1917), 116 N. E. 386, 220 N. Y. 478; Lazarowitz v. Stafford (1917), 167 N. Y. Supp. 910; Shubert Theat. Co. v. Dalton (1917), 167 N. Y. Supp. 332.

North Carolina.— Myers v. Petty (1910), 153 N. Car. 462; Pope & Ballance v. Righter-Parry Lumber Co. (1913), 78 S. E. 65; Newland v. Moore (1917), 92 S. E. 367.

North Dakota.— Fleming v. Sherwood (1912), 139 N. W. 101; Stutsman County Bank v. Jones (1917), 162 N. W. 402.

Ohio.—Rockfield v. First Nat. Bk. of Springfield (1907), 77 Ohio St. 311, 83 N. E. 392; Miller v. Kyle (1911), 85 Ohio St. 186, 97 N. E. 372.

Oklahoma.— Longmont Nat. Bk. v. Loukonen (1912), 127 Pac. 947; Voris v. Anderson (1915), 153 Pac. 291; DeGroat v. Focht (1913), 131 Pac. 172; Iowa State Sav Bk. v. Wigmall (1916), 157 Pac. 725; Lambert v. Harrison (1913), 171 Pac. 45; Westlake v. Cooper (1918), 171 Pac. 859.

Oregon.— Hull v. Agnus (1911), 60 Oreg. 95, 118 Pac. 284; Triphonoff v. Sweeney (1913), 130 Pac. 979.

Pennsylvania.—Volk v. Shoemaker (1911), 229 Pac. 407.

South Carolina.— Folk v. Moore (1916), 88 S. E. 18.

South Dakota.— Coleman v. Valentin (1917), 164 N. W. 67.

Tennessee.— Gilley v. Harrell (1906), 118 Tenn. 115, 101 S. W. 424; First Nat. Bk. of Elgin, Ill. v. Russell (1911), 139 S. W. 734; Ahrens & Ott Co. v. Moore & Sons (1915), 174 S. W. 270; White v. Hatcher (1916), 188 S. W. 61; Bank of Whitehouse v. White (1917), 191 S. W. 332; Weems v. Neblett (1918), 202 S. W. 930.

Utah.— Smith v. Brown (1917), 165 Pac. 468.

Virginia.— Williams v. Liphart (1914), 81 S. E. 77; Colley v. Summers Parrott Hardware Co. (1916), 89 S. E. 906.

Washington.— Nelson v. Spokane Grain Co. (1907), 47 Wash. 85, 91

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Pac. 570; Thomson v. Koch (1911), 62 Wash. 438, 113 Pac. 1110; Parker v. Saxton (1911), 66 Wash. 260; Barker v. Sartori (1911), 65 Wash. 260, 119 Pac. 611; First Nat. Bk. of Snohomish v. Sullivan (1911), 66 Wash. 375; Quast v. Ruggles (1913), 72 Wash. 609, 131 Pac. 202; Peninsula Nat. Bk. v. Pederson (1916), 158 Pac. 246; Coolidge & McClaine v. Saltmarsh (1917), 165 Pac. 508; Coolidge et al. v. Saltmarsh (1917), 165 Pac. 508.

West Virginia.— Pomeroy Nat. Bk. v. Huntington Nat. Bk. (1913), 79 S. E. 662; Eskridge v. Thomas (1917), 91 S. E. 7; Thompson v. Curry (1917), 91 S. E. 801.

Wisconsin (Section on Municipal Orders and Warehouse Receipts added).—Westberg v. Chicago Lumber Co. (1903), 117 Wis. 589, 94 N. W. 572; Thorpe v. Mindeman (1904), 123 Wis. 149, 101 N. W. 417, 107 Am. St. 1003, 68 L. R. A. 146; Bank of Evansville v. Kurts (1918), 166 N. W. 658.

United States.— Forest v. Safety Banking & Tr. Co. (1909), 174 Fed. 345 (E. D. Pa.); Klotz Throwing Co. v. Manufacturers Commercial Co. (1910), 103 C. C. A. 305 (N. Y.), 179 Fed. Rep. 397.

Section 2. The sum payable is a sum certain within the meaning of this act, although it is to be paid:

(1) With interest; or

(2) By stated instalments; or

(3) By stated instalments, with a provision that upon default in payment of any instalment or of interest, the whole shall become due; or

(4) With exchange, whether at a fixed rate or at the current rate; or

(5) With costs of collection or an attorney's fee, in case payment shall not be made at maturity.

Alabama.— Bledsoe v. City Nat. Bk. of Selma (1912), 7 Ala. App. 195, 60 So. 942; Ex parte Bledsoe (1913), 61 So. 813; Brooks v. Greil Bros. (1915), 68 So. 874.

Arizona.— People's Nat. Bk. v. Taylor (1915), 149 Pac. 763.

California.— Navajo Co. Bk. v. Dolson (1912), 126 Pac. 153; Stoddart v. Goldin (1919), 178 Pac. 707.

Colorado.—The Firestone Coal Co. v. McKissick (1913), 24 Colo. App. 294; Florence Oil Refining Co. v. Hiawatha Oil, Gas & Refining Co. (1913), 135 Pac. 454; Florence Oil & Refining Co. v. Hiawatha Gas, Oil & Refining Co. (1913), 55 Colo. App. 378.

Florida.—Taylor v. Am. Nat. Bk. of Florida (1912), 63 Fla. 631, 57 So. 678; Holder Turpentine Co. v. Kiser Co. (1915), 67 So. 85.

Idaho.— Union Stock Yards Nat. Bk. v. Bolan (1908), 14 Ida. 87, 93 Pac. 508; Tipton v. Ellsworth (1910), 18 Ida. 134, 109 Pac. 134.

Illinois.—Graves v. Neeves (1913), 183 Ill. App. 235.

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Indiana.— Milliken v. Security Trust Co. (1918), 118 N. E. 568; Easley v. Deer (1919), 121 N. E. 542.

Iowa.— Farmers Loan & Tr. Co. v. Planck (1915), 152 N. W. 390; State Bk. of Halstad v. Bilstad (1912), 136 N. W. 204.

Kansas.— Smith v. Nelson Land & Cattle Co. (1914), 212 Fed. 56.

Louisiana.— First Nat. Bk. of Vicksburg v. Mayer (1912), 129 La. 981, 57 So. 308; Winn Parish Bk. v. White Sulphur Lumber Co. (1913), 62 So. 907.

Maryland.— Chestertown Bk. v. Walker (1908), 163 Fed. 510, 90 C. C. A. 140.

Missouri.— Bank of Neelyville v Lee (1914), 168 S. W. 796; First Nat. Bk. v. Stam (1914), 171 S. W. 567; American Sav. Bk. v. Sutton (1918), 204 S. W. 572.

Montana.— Morrison v. Orubaun (1904), 30 Mont. 111, 75 Pac. 953; Cornish v. Wolverton (1905), 32 Mont. 456, 81 Pac. 4.

New Jersey.— Mackintosh v. Gibbs (1909), 79 N. J. L. 40, 74 Atl. 708.

New Mexico.— Williams v. Dockwiler (1914), 145 Pac. 475.

North Carolina.— Exchange Bk. v. Appalachian L. & L. Co. (1901), 128 N. Car. 193; Newbern Banking & Trust Co. v. Duffy (1910), 153 N. Car. 62, 68 S. E. 915; Franklin Nat Bk. v. Roberts Bros. (1915), 84 S. E. 706.

Ohio.— Miller v. Kyle (1911), 85 Ohio St. 186, 97 N. E. 372.

Oklahoma.— First Nat. Bk. of Stigler v. Howard (1916), 158 Pac. 927; Seton v. Exchange Bk. (1915), 150 Pac. 1079; Potts v. Crudup (1915), 150 Pac. 170; Tr. & Sav. Bk. of Charles City v. Gleichman (1915), 150 Pac. 908; First Nat. Bk. v. Muskogee Pipe Line Co. (1914), 139 Pac. 1136; City Nat. Bk. v. Kelly (1915), 151 Pac. 1172; Voris v. Anderson (1915), 153 Pac. 291; Union Bank v. Mayfield (1917), 169 Pac. 626.

Pennsylvania. — Weiskircher v. Connelly (1917), 100 Atl. 965.

Texas.— Sugg v. Smith (1918), 205 S. W. 363; Drinkard v. Jenkins (1919), 207 S. W. 353.

Tennessee.— Holstron Nat. Bk. v. Wood (1911), 125 Tenn. 6; First Nat. Bk. of Elgin, Ill. v. Russell (1911), 139 S. W. 734; Merrimon v. Parkey (1917), 191 S. W. 327.

Utah.— McCormick v. Swem (1909), 36 Utah, 6, 102 Pac. 626; Utah Banking Co. v. Newman (1914), 138 Pac. 1146.

Virginia.— Oglesby Co. v. Bk. of N. Y. (1913), 114 Va. 663, 19 Va. L. Reg. 122, 77 S. E. 468; Colley v. Summers Parrott Hardware Co. (1916), 89 S. E. 906; Triplett v. Second Nat. Bk. of Culpepper (1917), 92 Va. 897.

Washington.— Parker v. Saxton (1911), 66 Wash. 260; Barker v. Sartori (1911), 66 Wash. 260, 119 Pac. 611; First Nat. Bk. of Snohomish v. Sullivan (1911), 66 Wash. 375; Puget Sound State Bank v. Wash. Paving Co. (1917), 162 Pac. 870; Davis v. Hibbs (1913), 73 Wash. 315, 131 Pac. 1135; Harris v. Johnson (1913), 134 Pac. 1048; Scandinavian-American Bk. v. Long (1913), 134 Pac. 913; Pease v. Syler (1914), 138 Pac. 310; Balkema v. Giolimund (1916), 159 Pac. 127

West Virginia.— First Nat. Bk. of Pineville v. Sanders (1916), 88

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S. E. 187; Raleigh Co. Bk. v. Poteet (1914), 82 S. E. 332; First Nat. Bk. v. Sanders (1916), 88 S. E. 187.

Wisconsin.—Thorpe v. Mindeman (1904), 123 Wis. 149, 101 N. W. 417, 107 Am. St. 1003, 68 L. R. A. 146; First Nat. Bk. of Shawano v. Miller (1909), 139 Wis. 126, 120 N. W. 820.

United States.—Kennedy v. Broderick (1914), 216 Fed. 137 (C. C. A., 7th Ct.).

Section 3. An unqualified order or promise to pay is unconditional within the meaning of this act, though coupled with:

(1) An indication of a particular fund out of which reimbursement is to be made, or a particular account to be debited with the amount; or

(2) A statement of the transaction which gives rise to the instrument. But an order or promise to pay out of a particular fund is not unconditional.

Alabama.— People's Bank of Mobile v. Moore (1918), 78 So. 789.

Arkansas.— Rector v. Strauss (1918), 203 S. W. 1024.

Arizona.— Slaughter v. Bank of Bisbee (1916), 154 Pac. 1040.

Colorado.— Johnson v. Engstone (1916), 155 Pac. 1095.

Connecticut.— Nat. Sav. Bk. v. Cable (1901), 73 Conn. 568, 48 Atl. 428.

Iowa.— The Union Bk. of Bridgwater v. Spies (1911), 151 Iowa, 178.

Kansas.— First Nat. Bk. of Hutchinson v. Lightener (1906), 74 Kans. 736.

Maryland.— First Denton Nat. Bk. v. Kenney (1911), 116 Md. 24; Denton Nat. Bk. v. Kenney (1911), 116 Md. 124, 81 Atl. 227.

Massachusetts.— Shepard v. Abbott (1901), 179 Mass. 300, 60 N. E. 782; Nat. Bk. of Newberry v. Wentworth (1915), 105 N. E. 623.

Michigan.— White v. Wadhams (1919), 170 N. W. 60.

Missouri.— Howard v. Int. Bk. (1918), 200 S. W. 91.

Montana.— State v. Mitton (1908), 37 Mont. 366, 96 Pac. 926; First Nat. Bk. of Miles City v. Barrett (1916), 157 Pac. 951.

New York.— Hibbs v. Brown (1907), 190 N. Y. 167, affirming 112 A. D. 214, 82 N. E. 1108, 98 N. Y. Supp. 353; Fulton v. Varney (1907), 117 A. D. 572, 102 N. Y. Supp. 608; Eq. Tr. Co. of N. Y. v. Newman (1910), 127 N. Y. Supp. 243; Eq. Tr. Co. v. Taylor (1911), 131 N. Y. Supp. 475, 72 Misc. 52; Eq. Tr. Co. of N. Y. v. Were (1911), 132 N. Y. Supp. 351; Merchants Nat. Bk. of St. Paul v. Sante Maria Sugar Co. (1914), 147 N. Y. Supp. 498, Waterbury Wallace Co. v. Ivey (1917), 163 N. Y. Supp. 719.

North Carolina.—Whitlock v. Auburn Lumber Co. (1907), 145 N. Car. 120, 58 S. E. 909, 12 L. R. A. (N. S.) 1214; Bk. of Sampson v. Hatcher (1909), 151 N. Car. 359, 66 S. E. 306; Commrs. of Cleveland Co.

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v. Bk. of Gastonia (1911), 157 N. Car. 191.

Oklahoma.— Welch v. Owenby (1919), 175 Pac. 746.

Texas.— Met. Nat. Bk. v. Vanderpool (1917), 192 S. W. 589.

Tennessee.— First Nat. Bk. of Elgin, Ill. v. Russell (1911), 139 S. W. 734.

Washington.—Peninsula Nat. Bk. v. Pederson (1916), 158 Pac. 246.

Wyoming.— Brown v. Cow Creek Co. (1912), 126 Pac. 886.

Section 4. An instrument is payable at a determinable future time, within the meaning of this act, which is expressed to be payable:

(1) At a fixed period after date or sight; or

(2) On or before a fixed or determinable future time specified therein; or

(3) On or at a fixed period after the occurrence of a specified event, which is certain to happen, though the time of happening be uncertain.

An instrument payable upon a contingency is not negotiable, and the happening of the event does not cure the defect.

California.—Blake v. Craig (1918), 173 Pac. 1005.

Colorado.— Drake v. Pueblo Nat. Bk. (1908), 96 Pac. 996.

Iowa.— Iowa Nat. Bk. v. Carter (1909), 144 Iowa, 715, 123 N. W. 237.

Kansas.—The Rossville State Bk. v. Heslet (1911), 84 Kans. 315, 113 Pac. 1052; The Holliday St. Bk. v. Hoffman (1911), 85 Kans. 71, 115 Pac. 239; Brown v. Cruce (1913), 133 Pac. 865.

Louisiana.— Hibernia Bk. & Tr. Co. v. Dresser (1912-1913), 61 So. 561.

Maryland.— Agricultural Chem. Co. v. Stringer (1917), 100 Atl. 774.

Massachusetts.— Torpey v. Tebo (1903), 184 Mass. 307, 68 N. E. 223; McQueen v. Spalding (1919), 120 N. E. 850.

Michigan.— Schmidt v. Pegg (1912), 172 Mich. 159, 137 N. W. 524; White v. Wadhams (1919), 170 N. W. 60.

New Mexico.— First Nat. Bk. of Albuquerque v. Stover (1916), 155 Pac. 905.

New York.—Schlesinger v. Schultz (1905), 10 A. D. 356, 96 N. Y. Supp. 383; Usefof v. Herzenstein (1909), 65 Misc. 45, 119 N. Y. Supp. 290; Wray v. Miller (1910), 120 N. Y. Supp. 787; Eq. Tr. Co. of N. Y. v. Were (1911), 132 N. Y. Supp. 351; Devine v. Price (1915), 152 N. Y. Supp. 321; Osborne v. Mo., K. & T. Ry. Co. (1915), 155 N. Y. Supp. 236; Kerr v. Smith (1913), 156 A. D. 807, 142 N. Y. Supp. 57; Powell v. Degan (1917), 167 N. Y. Supp. 770; Kulflik v. Vaccaro (1918), 170 N. Y. Supp. 13.

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Oklahoma.— DeGroat v. Focht (1913), 131 Pac. 172; Westlake v. Cooper (1918), 171 Pac. 859.

Oregon.—Western Farquhar Mch. Co. v. Burnett (1916), 161 Pac. 384.

Pennsylvania.— Empire Nat. Bk. of Clarksburg W. Va. v. High Grade Oil Refining Co. (1918), 103 A. 602.

Tennessee.— First Nat. Bk of Elgin, Ill. v. Russell (1911), 139 S. W. 734; White v. Hatcher (1916), 188 S. W. 61.

West Virginia.—Hubbard v. Morton (1917), 92 S. E. 252.

Wisconsin.—Thorpe v. Mindeman (1904), 123 Wis. 149, 101 N. W. 417, 107 Am. St. 1003, 68 L. R. A. 146.

United States.— Kobey v. Hoffman (1916), 229 Fed. 486.

Section 5. An instrument which contains an order or promise to do any act in addition to the payment of money is not negotiable. But the negotiable character of an instrument otherwise negotiable is not affected by a provision which:

(1) Authorizes the sale of collateral securities in case the instrument be not paid at maturity; or

(2) Authorizes a confession of judgment if the instrument be not paid at maturity; or

(3) Waives the benefit of any law intended for the advantage or protection of the obligor; or

(4) Gives the holder an election to require something to be done in lieu of payment of money.

But nothing in this section shall validate any provision or stipulation otherwise illegal.

Alabama.— Ex parte Bledsoe (1913), 61 So. 813.

California.— Navajo Co. Bk. v. Dolson (1912), 126 Pac. 153.

Idaho.— Kimpton v. Studebaker Bros. Co. (1908), 14 Ida. 552, 94 Pac. 1039.

Iowa.— The Union Bk. of Bridgewater v. Spies (1911), 151 Iowa, 178; Steel v. Ingraham (1915), 155 N. W. 294.

Kansas.—The Rossville State Bk. v. Heslet (1911), 84 Kans. 315, 113 Pac. 1052; The Holliday St. Bk. v. Hoffman (1911), 85 Kans. 71, 115 Pac. 239.

Kentucky.— Finley v. Smith (1915), 177 S. W. 262.

Maryland.— Whitcomb v. Nat. Exchange Bk. (1914), 91 Atl. 689, 123 Md. 612.

Minnesota.— Snelling State Bank v. Clasen (1916), 157 N. W. 643.

Nebraska.— First Nat. Bk. of Sydney v. Baldwin (1916), 158 N. W. 371.

New Jersey.— Strickland v. Nat. Salt Co. (1911), 77 N. J. Eq. 328, 81 Atl. 828, affirmed 79 N. J. Eq. 182 (1911).

North Carolina.— Sykes v. Everett (1914), 83 S. E. 585.

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Oklahoma.— Iowa State Sav Bk. v. Wignall (1916), 157 Pac. 725; Williams v. Turnbull (1917), 162 Pac 770

Pennsylvania.— Milton Nat. Bk. v. Beaver (1904), 25 Pac. Super. Ct 494

Tennessee.— Bank of Whitehouse v. White (1917), 191 S. W. 332.

Washington.— Thomson v. Koch (1911), 62 Wash 438, 113 Pac. 1110; Moore & Co. v. Burling (1916), 160 Pac. 420.

West Virginia.— Greenbrier Valley Bk. v. Bair (1913), 77 S E. 274.

Wisconsin.—Wisconsin Meeting of Baptists v. Babler (1902), 115 Wis. 289, 91 N. W. 678.

Section 6. The validity and negotiable character of an instrument are not effected by the fact that:

(1) It is not dated; or

(2) Does not specify the value given, or that any value has been given therefor; or

(3) Does not specify the place where it is drawn or the place where it is payable; or

(4) Bears a seal; or

(5) Designates a particular kind of current money in which payment is to be made.

But nothing in this section shall alter or repeal any statute requiring in certain cases the nature of the consideration to be stated in the instrument.

Alabama.— Bledsoe v. City Nat. Bk. of Selma (1912), 7 Ala. App. 195, 60 So. 942.

Colorado.— Ullery v. Brohm (1905), 20 Colo. App. 389, 79 Pac. 180.

Connecticut.— St. Paul's Episcopal Church v. Fields (1909), 81 Conn. 670, 72 Atl. 145.

Florida.— Williams v. Peninsular Grocery Co. (1917), 75 So. 517

Indiana.— Hubbard v. First Nat Bk. (1916), 114 N. E. 642; Dieter v Burke (1914), 107 N. E. 304

Iowa.— Dille v. White (1906), 132 Iowa, 327, 109 N. W. 909, 10 L. R. A. (N. S.) 510; Allison v. Hollembeak (1908), 138 Iowa, 479, 114 N. W. 1059; LeClere v. Philpott (1915), 151 N. W. 825.

Maryland.— Arn v. Heckert (1908), 108 Md. 300, 70 Atl. 417.

Massachusetts.— Clarke v Pierce (1913), 215 Mass. 552.

Missouri.—Bk. of Houston v. Day (1909), 122 S. W. 756; Houston v. Day (1909), 145 Mo. App. 410; Milbank-Scampton Milling Co v. Parkwood (1911), 133 S. W. 667; Nelson v. Diffenderffer (1914), 163 S W. 271.

New York.— McLeod v Hunter (1899), 29 Misc. 558, 61 N Y. Supp. 73; Didato v. Coniglio (1906), 100 N. Y. Supp. 466, 50 Misc. 280; Church v. Stevens (1907), 107 N.

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Y. Supp. 310; Amsinck v. Rogers (1907), 189 N. Y. 252, 82 N. E. 134, 12 L. R. A. (N. S.) 875, 121 Am. St. 858; Hebbelthwaite v. Flint (1919), 173 N. Y. Supp. 81.

North Carolina.— Burris v. Starr (1914), 81 S. E. 929; Aycock Supply Co. v. Windlez (1918), 96 S. E. 664.

Tennessee.—Easley v. East Tenn. Nat. Bk. (1917), 198 S. W. 66.

Texas.— Met. Nat. Bk. v. Vanderpool (1917), 192 S. W. 589.

Section 7. An instrument is payable on demand:

(1) Where it is expressed to be payable on demand, or at sight, or on presentation; or

(2) In which no time for payment is expressed.

Where an instrument is issued, accepted, or indorsed when overdue, it is, as regards the person so issuing, accepting, or indorsing it, payable on demand.

California.— Wetzel v. Cale (1917), 165 Pac. 692.

Colorado.— Sullivan v. Ellis (1915), 219 Fed. 694 (C. C. A., 8th Ct.).

Iowa.— City Dep. Bk. v. Green (1908), 138 Iowa, 156, 115 N. W. 893; Anderson v. First Nat. Bk. of Chariton (1909), 144 Iowa, 251, 122 N. W. 918.

Kansas.— Doty v. Garfield Township (1913), 89 Kans. 719.

Maryland.— American Agricultural Chemical Co. v. Scrimger (1917), 100 Atl. 774.

Michigan.— First Nat. Bk. v. Coharset Woodenware Co. (1917), 161 N. W. 398.

Missouri.— Hawkins v. Wiest (1912), 167 Mo. App. 439.

New York.— McLeod v. Hunter (1899), 29 Misc. 558, 61 N. Y. Supp. 73; Schlesinger v. Schultz (1905), 10 A. D. 356, 96 N. Y. Supp. 383; Didato v. Coniglio (1906), 100 N. Y. Supp. 466, 50 Misc. 280; Usefof v. Herzenstein (1909), 65 Misc. 45, 119 N. Y. Supp. 290; Riddle v. Bk. of Montreal (1911), 145 A. D. 207, 130 N. Y. Supp. 15; Gilbert v. Adams (1911), 131 N. Y. Supp. 787; Kuflik v. Vaccaro (1918), 170 N. Y. Supp. 13.

North Dakota.—First Nat. Bk. of Pomeroy v. Buttery (1908), 17 N. D. 326, 116 N. W. 341, 168 L. R. A. (N. S.) 878; Shuman v. Citizens State Bk. of Rugby (1914), 147 N. W. 398.

Pennsylvania.— Rhone v. Keystone Coal Co. (1915), 95 Atl. 930.

West Virginia.— Lewis Hubbard & Co. v. Morton (1917), 92 S. E. 252.

Section 8. The instrument is payable to order where it is drawn payable to the order of a specified person or to him or his order. It may be drawn payable to the order of:

(1) A payee who is not maker, drawer, or drawee; or

(2) The drawer or maker; or

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(3) The drawee; or

(4) Two or more payees jointly; or

(5) One or some of several payees; or

(6) The holder of an office for the time being.

Where the instrument is payable to order the payee must be named or otherwise indicated therein with reasonable certainty.

Colorado.— Scala v. M. & M. Bank (1918), 171 Pac. 752.

Illinois.— Peterson v. Emery (1910), 154 Ill. App. 294.

Iowa.— The Union Bk. of Bridgewater v. Spies (1911), 151 Iowa, 178.

Kansas.— Voris v. Schoonover (1914), 138 Pac. 607.

Massachusetts.— Mass. Nat. Bk. v. Snow (1905), 187 Mass. 159, 72 N. E. 959.

New York.— Hilborn v. Penn. Cement Co. (1911), 145 A. D. 442.

North Dakota.— Aarnoth v. Hunter (1916), 157 N. W. 299; Passut v. Heubner (1913), 142 N. Y. Supp. 546, 81 Misc. 249.

Oregon.— Paye v. Ford (1913), 131 Pac. 1013.

Tennessee.— Moore v. Carey (1917), 197 S. W. 1093.

Virginia.— Guewant v. Guewant (1902), 7 Va. L. R. 639.

United States.— Milton v. Pensacola Bk. & Tr. Co. (1911), 190 Fed. 126, 111 C. C. A. 166.

Section 9. The instrument is payable to bearer:

(1) When it is expressed to be so payable; or

(2) When it is payable to a person named therein or bearer; or

(3) When it is payable to the order of a fictitious or non-existing person, and such fact was known to the person making it so payable; or

(4) When the name of the payee does not purport to be the name of any person; or

(5) When the only or last indorsement is an indorsement in blank.

Alabama.— Davis v. First Nat. Bk. of Blakely (1915), 68 So. 261.

Arizona.— People's Nat. Bk. v. Taylor (1915), 149 Pac. 763.

Arkansas.—Williamson Bk. & Tr. Co. v. Miles (1914), 169 S. W. 368.

District of Columbia.—Union Nat. Bank of Columbia v. Cook (1918), 96 S. E. 484.

Illinois.— Noel v. Security Bk. of Chicago (1911), 163 Ill. App. 82.

Kansas.— Grand Lodge v. Emporium Bank (1917), 166 Pac. 490.

Kentucky.— Ohio Valley Bk. & Tr. Co. v. Gt. Southern Fire Ins. Co. (1917), 197 S. W. 399.

Louisiana.—Rose v. Shaw (1919), 80 So. 727.

Massachusetts.— Murphy v. Met. Nat. Bk. (1906), 191 Mass. 159; Boles v. Harding (1909), 201 Mass. 103, 87 N. E. 481.

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Missouri.— Equitable Life Assur. Co. of U. S. v. Nat. Bk. of Commerce (1916), 181 S. W. 1176.

New York.— Trust Co. of Am. v. Hamilton Bk. (1908), 127 A. D. 515, 112 N. Y. Supp. 84; Seaboard Nat. Bk. v. Bk. of America (1908), 193 N. Y. 26, 85 N. E. 829; U. S. v. Chase Nat. Bk. (1918), 250 Fed. 105.

Oregon.— Hill v. McCrow (1918), 170 Pac. 306.

Pennsylvania.— Lincoln Nat. Bk. of Pittsburg v. Miller (1917), 100 Atl. 269, 255 Pac. 467.

Tennessee.— Unaka Nat. Bk. v. Butler (1904), 113 Tenn. 674, 83 S. W. 655.

Vermont.— Hale v. Windsor Sav. Bk. (1917), 98 Atl. 993.

Virginia.—Colona v. Parksley Bk., (1917), 92 S. E. 979.

Washington.—Goodfellow v. First Nat. Bk. (1913), 129 Pac. 90.

Wisconsin.—Marling v. Fitzgerald (1909), 138 Wis. 93, 120 N. W. 388.

United States.— Nat. Bk. of Commerce v. U. S. (1915), 224 Fed. 679 (C. C. A., 9th Ct.).

Section 10. The instrument need not follow the language of this act, but any terms are sufficient which clearly indicate an intention to conform to the requirements hereof.

Alabama.— Bledsoe v. City Nat. Bk. of Selma (1912), 7 Ala. App. 195, 60 So. 942.

Maryland.— Black v. First Nat. Bk. (1903), 96 Md. 399, 54 Atl. 88.

Missouri.— Osborne v. Fridrich (1908), 134 Mo. App. 449.

New York.— Gilbert v. Adams (1911), 131 N. Y. Supp. 787.

Washington.— Quast v. Ruggles (1913), 72 Wash. 609, 131 Pac. 202.

Section 11. Where the instrument or an acceptance or any indorsement thereon is dated, such date is deemed *prima facie* to be the true date of the making, drawing, acceptance, or indorsement as the case may be.

California.— Molley v. Pierson (1918), 174 Pac. 98.

Kentucky.— Elsey v. People's Bk. of Bardwell (1916), 185 S. W. 873.

New York.— Sugar v. Silverman (1919), 173 N. Y. Supp. 182.

Section 12. The instrument is not invalid for the reason only that it is ante-dated or post-dated, provided this is not done for an illegal or fraudulent purpose. The person to whom an instrument so dated is delivered acquires the title thereto as of the date of delivery.

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Idaho.— Smith v. Fields (1911). 19 Ida. 558, 114 Pac. 668.

Kentucky.— First Nat. Bk. v. Bickel (1911), 143 Ky. 754, 137 S. W. 790.

Missouri. — Houston v. Day (1909), 145 Mo. App. 410; Bk. of Houston v. Day (1909), 122 S. W. 756.

New York.— Albert v. Hoffman (1909), 64 Misc. 87.

Oregon.— Triphonoff v. Sweeney (1913), 130 Pac. 979.

Pennsylvania.—Rathfon v. Locher (1906), 215 Pac. 571.

Virginia.— Colona v. Parksley Bk. (1917), 92 S. E. 979.

West Virginia.— Lewis Hubbard & Co. v. Morton (1917), 92 S. E. 252.

Wisconsin.— Citizens Nat. Bk. of Green Bay v. Harter (1908), 134 Wis. 408.

Section 13. Where an instrument expressed to be payable at a fixed period after date is issued undated, or where the acceptance of an instrument payable at a fixed period after sight is undated, any holder may insert therein the true date of issue or acceptance, and the instrument shall be payable accordingly. The insertion of a wrong date does not avoid the instrument in the hands of a subsequent holder in due course; but as to him, the date so inserted is to be regarded as the true date.

Iowa.— Booch v. Goochi (1916), 16 N. W. 333.

Missouri.—Houston v. Day (1909), 145 Mo. App. 410; Bk. of Houston v. Day (1909), 122 S. W. 756.

Texas.— Landon v. Foster Drug Co. (1916), 186 S. W. 434.

United States.—Richards v. Street (1908), 31 App. D. C. 427.

Section 14. Where the instrument is wanting in any material particular, the person in possession thereof has a *prima facie* authority to complete it by filling up the blanks therein. And a signature on a blank paper deilvered by the person making the signature in order that the paper may be converted into a negotiable instrument operates as a *prima facie* authority to fill it up as such for any amount. In order, however, that any such instrument when completed may be enforced against any person who became a party thereto prior to its completion, it must be filled up strictly in accordance with the authority given and within a reasonable time. But if any such instrument, after completion, is negotiated to a holder in due course, it is valid and effectual for all purposes in his hands, and he may enforce it as if it had been filled up

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strictly in accordance with the authority given and within a reasonable time.

Connecticut.— Cleveland Co. v. Chittenden (1909), 81 Conn. 667, 71 Atl 935.

Illinois.— Manussier v. Wright (1910), 158 Ill. App. 214; Kramer v. Schnitzer, 109 N. E. 695.

Indiana.— Kindler Co. v. First Nat. Bk. of Fond du Lac (1915), 109 N. E. 66.

Iowa.—Vander Ploey v. Van Zunk (1907), 135 Iowa, 350, 112 N. W. 807; Johnston v. Hoover (1908), 139 Iowa, 143, 117 N. W. 277; LeClere v. Philpott (1915), 151 N. W. 825; Devoy v. Kuhn Coal & Coke Co. (1916), 156 N. W. 412; Farmers Loan & Tr. Co. v. Brown (1917), 165 N. W. 70.

Kansas.— Iowa City State Bk. v. Claypool (1914), 137 Pac. 949.

Kentucky.— Stanley v. Davis (1908), 32 Ky. L. 1135, 107 S. W. 773; Herman's Exer. v. Gregory (1909), 131 Ky. 819, 115 S. W. 809.

Maryland.— Linthicum v. Bagby (1917), 102 Atl. 997.

Massachusetts.— Boston Steel & Iron Co. v. Steuer (1903), 183 Mass. 140, 66 N. E. 646; Perry v. Pye (1913), 102 N. E. 653; Stone v. Sergeant (1915), 107 N. E. 1014; Tower v. Stanley (1915), 107 N. E. 1010.

Nebraska.— Hartington Bk. v. Breslin (1910), 88 Neb. 47, 128 N. W. 659.

New York.— Yonker's Nat. Bk. v. Mitchell (1913), 141 N. Y. Supp. 128; First Nat. Bk. of the City of Brooklyn v. Gridley (1906), 112 A. D. 398, 98 N. Y. Supp. 445; Madden v. Gaston (1910), 137 A. D. 294, 121 N. Y Supp. 951; Rodgers v Baker (1910), 136 A. D. 849, 122 N. Y. Supp. 91; Eq. Tr. Co. of N. Y. v. Lyons (1911), 129 N. Y. Supp. 79; Dumbrow v. Gelb (1911), 130 N. Y. Supp. 182; Biz Men's League of Harlem v. Sragow (1915), 153 N. Y. Supp. 231; Cole v. Harrison (1915), 153 N. Y. Supp. 200; Flood v. Steinmetz (1915), 153 N. Y. Supp. 192; Bank Franco-America v. Bergstrom (1916), 157 N. Y. Supp. 635; Union Tr. Co of New Jersey v. McCrum (1911), 145 A. D. 409; Bloom v. Horwitz (1918), 166 N. Y. Supp. 786.

North Carolina.—Phillips v. Hensley (1917), 94 S. E. 673.

Virginia.— Guewant v. Guewant (1902), 7 Va. L. R. 639; Brown v. Thomas (1917), 92 S. E. 977.

West Virginia.— Rusmissel v. White Oak Co. (1917), 92 S. E. 672.

Section 15. Where an incomplete instrument has not been delivered it will not, if completed and negotiated, without authority, be a valid contract in the hands of any holder, as against any person whose signature was placed thereon before delivery.

Colorado.— Norman v. McCarthy (1913), 138 Pac. 28.

Louisiana.— Polizotto v. People's Sav. Bk. (1910), 125 La. 770, 51 So. 843.

Missouri.— Burchett v. Fink

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(1909), 139 Mo. App. 381; Chitwood v. Hatfield (1909), 136 Mo. App. 688; Allen Grocery Co. v. Bk. of Buchanan Co. (1916), 182 S. W. 777.

New York.— Linick v. Nutting (1910), 125 N. Y. Supp. 93; Holzman, Cohen & Co. v. Teague (1915), 156 N. Y. Supp. 290; Holtzman, Cohen & Co. v. Teague (1918), 158 N. Y. Supp. 211; Rubel v. Honig (1917), 164 N. Y. Supp. 219.

Washington.—Seattle Nat. Bk. v. Becker (1913), 133 Pac. 613.

West Virginia.— Rusmissel v. White Oak Stave Co. (1917), 92 S. W. 672.

United States.—In re Continental Engine Co. (1916), 234 Fed. 58.

Section 16. Every contract on a negotiable instrument is incomplete and revocable until delivery of the instrument for the purpose of giving effect thereto. As between immediate parties, and as regards a remote party other than a holder in due course, the delivery, in order to be effectual, must be made either by or under the authority of the party making, drawing, accepting or indorsing, as the case may be; and in such case the delivery may be shown to have been conditional, or for a special purpose only, and not for the purpose of transferring the property in the instrument. But where the instrument is in the hands of a holder in due course, a valid delivery thereof by all parties prior to him so as to make them liable to him is conclusively presumed. And where the instrument is no longer in the possession of a party whose signature appears thereon, a valid and intentional delivery by him is presumed until the contrary is proved.

Alabama.— Bank of Tallasee v. Jordan (1917), 75 So. 930; Norwood v. Stinnett (1919), 80 So. 431.

Arizona.— Gray v. Baron (1910), 13 Ariz. 70, 108 Pac. 229.

Arkansas.— Ard v. Bowie (1916), 187 S. W. 1066; Horn v. Brand (1918), 203 S. W. 5.

Colorado.— Sayre v. Leonard (1914), 140 Pac. 196.

Connecticut.—Atwood v. Atwood (1913), 86 Atl. 29.

Florida.— Bland v. Fidelity Trust Co. (1916), 71 So. 630; Donegan v. Dekle Inv. Co. (1917), 74 So. 11; Williams v. Peninsular Grocery Co. (1917), 75 So. 517.

Illinois.— Strauss v. Citizen's St. Bk. of Elmhurst (1911), 164 Ill. App. 420.

Iowa.— Selma Sav. Bk. v. Harlan (1914), 149 N. W. 882; Roy v. Duff (1915), 152 N. W. 606; Rule v. Carey (1916), 159 N. W. 699.

Kansas.—Wood v. Bank of Whitewater (1914), 91 Kans. 522.

Kentucky.—Key v. Usher (1907), 30 Ky. L. R. 667, 99 S. W. 324.

Massachusetts.— Mass. Nat. Bk. v. Snow (1905), 187 Mass. 159. 72 N. E. 959; Stouffer v. Curtis (1908), 198 Mass. 560, 85 N. E. 180; Buzzell v. Tobin (1909), 201 Mass. 1, 86 N. E. 923.

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Michigan.— Gen. Conf. Assn. etc. v. Mich. Sanitarium (1911), 166 Mich. 504.

Minnesota.— Behrens v. Kruse (1916), 155 N. W. 1065.

Mississippi.— Homes Bros. v. McCall (1916), 74 So. 786.

Missouri.— Semmes & Co. v. Barnett (1916), 190 S. W. 394.

New Jersey.— Borough of Montvale v. People's Bank (1907), 67 Atl. 67.

New York.— Linbarger v. Board of Education of West N. Y. (1912), 83 N. J. L. 446; Greeser v. Sugarman (1902), 76 N. Y. Supp. 922, 37 Misc. 799; Poess v. Twelfth Ward Bk. (1904), 43 Misc. 45, 86 N. Y. Supp. 857; Moak v. Stevens (1904), 45 Misc. 147, 91 N. Y. Supp. 903; Colborn v. Arbean (1907), 54 Misc. 623, 104 N. Y. Supp. 968; Madden v. Gaston (1910), 137 A. D. 294, 121 N. Y. Supp. 951; Linick v. Nutting (1910), 125 N. Y. Supp. 93; Pfister v. Heins (1910), 136 A. D. 457; Stoughton v. Chu Fong (1911), 130 N. Y. Supp. 228; Niblock v. Sprague (1911), 200 N. Y. Supp. 390; Smith v. Dotterweich (1911), 200 N. Y. 299; In re Marine (1912), 140 N. Y. Supp. 230; Yonker's Nat. Bk. v. Michell (1913), 141 N. Y. Supp. 128; Senft v. Schaeffer (1913), 142 N. Y. Supp. 380, 81 Misc. 152; Flood v. Steinmetz (1915), 153 N. Y. Supp. 192; Holzman, Cohen & Co. v. Teague (1915), 156 N. Y. Supp. 290; Schaeffer v. Marsh (1915), 153 N. Y. Supp. 96; Empire Trust Co. v. Manhattan Co. (1916), 162 N. Y. Supp. 629; Holtzman, Cohen & Co. v. Teague (1916), 158 N. Y. Supp. 211; Empire Trust Co. v. President & Directors Man Co. (1917), 162 N. Y. Supp. 629; Dalrymple v. Schwartz (1917), 164 N. Y. Supp. 496; Rubel v. Honig (1917), 164 N. Y. Supp. 219.

North Dakota.— First State Bk. of Eckman v. Kelly (1915), 152 N. W. 125; Stockton v. Turner (1915), 152 N. W. 275; Marlatt v. Coulture (1919), 169 N. W. 582.

Ohio.— Carrara Paint Agency Co. v. Nat. Bk. of Barberton (1906), 29 O. C. 485; Starr Piano Co. v. Edgar (1909), 31 O. C. 295.

Oklahoma.— Gamble v. Riley (1913), 135 Pac. 390; Bank of Tallassee v. Jordan (1917), 75 So. 930; Bank of Catersville v. Gunter (1912), 58 So. 757; Stone v. Goldberg & Lewis (1912), 6 Ala. App. 249, 60 So. 744; Bledsoe v. City Nat. Bk. of Selma (1912), 7 Ala. App. 195, 60 So. 942; Haas v. Commerce Tr. Co. (1915), 69 So. 984; Citizens Nat. Bk. v. Bucheit (1916), 71 So. 82.

Oregon.— Gress v. Wessinger (1918), 172 Pac. 495; Louis County v. Bank of Peck (1918), 170 Pac. 98.

Pennsylvania.— First Nat. Bk. v. McBride (1911), 230 Pac. 261; Lincoln Nat. Bk. of Pittsburg v. Miller (1917), 100 Atl. 269, 255 Pac. 467.

South Carolina.— Commercial Security Co. v. Donnald Drug Co. (1918), 96 S. E. 529.

South Dakota.— Piper v. Hagen (1914), 146 N. W. 692; Larson v. Sequin (1914), 149 N. W. 174.

Utah. Smith v. Brown (1917), 165 Pac. 468.

Washington.— Angus v. Downs (1915), 147 Pac. 630.

Wisconsin.— Schultz v. Kosbab (1905), 125 Wis. 157; Hodge v. Smith (1907), 130 Wis. 326, 110

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N. W. 192; Paulson v. Boyd (1908), 137 Wis. 241, 118 N. W. 841; U. S. Investment Co. v. Epley (1916), 160 N. W. 175.

United States.— United States v. Chase Nat. Bk. (1917), 241 Fed. 535.

Section 17. Where the language of the instrument is ambiguous or there are omissions therein, the following rules of construction apply:

(1) Where the sum payable is expressed in words and also in figures and there is a discrepancy between the two, the sum denoted by the words is the sum payable; but if the words are ambiguous or uncertain, reference may be had to the figures to fix the amount;

(2) Where the instrument provides for the payment of interest, without specifying the date from which interest is to run, the interest runs from the date of the instrument, and if the instrument is undated, from the issue thereof;

(3) Where the instrument is not dated, it will be considered to be dated as of the time it was issued;

(4) Where there is a conflict between the written and printed provisions of the instrument, the written provisions prevail.

(5) Where the instrument is so ambiguous that there is doubt whether it is a bill or note, the holder may treat it as either at his election;

(6) Where a signature is so placed upon the instrument that it is not clear what capacity the person making the same intended to sign, he is to be deemed an indorser;

(7) Where an instrument containing the words "I promise to pay" is signed by two or more persons, they are deemed to be jointly and severally liable thereon.

Alabama.— Bill v. Birmingham (1913), 9 Ala. App. 212, Bell v. Birmingham (1913), 62 So. 971; Potter v. Tucker (1914), 66 So. 922; Turner v. Turner (1915), 69 So. 503; Long v. Givin (1919), 80 So. 440.

Colorado.— Ullery v. Brohm (1904), 20 Colo. App. 389, 79 Pac. 180; Ullery v. Brohm (1905), 20 Colo. App. 389, 79 Pac. 180; Milnen Bank & Trust Co. v. Whipple (1916), 156 Pac. 1098.

Illinois.— Illinois v. Lewinger (1911), 252 Ill. 332; Burr v. Beckler (1914), 106 N. E. 206, 264 Ill. 230.

Iowa.— Porter v. Moles (1911), 151 Iowa, 279, 131 N. W. 23.

Kentucky.— Mechanics & Farmer's Sav. Bk. v. Katterjohn (1910), 137 Ky. 427, 125 S. W. 1071.

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Louisiana.— J. I. Case Threshing Machine Co. v. Bridger (1913), 133 La. 754, 63 So. 319.

Massachusetts.— Lewenstein v. Forman (1916), 111 N. E. 962.

Minnesota.— Spiering v. Spiering (1917), 164 N. W. 583.

Missouri.—Bk. of Houston v. Day (1909), 122 S. W. 756; Houston v. Day (1909), 145 Mo. App. 410.

Nebraska.— Hornstein v. Clifuno (1910), 86 Neb. 103.

New Mexico.—Hill v. Hart (1917), 167 Pac. 710.

New York.— Didato v. Coniglio (1906), 100 N. Y. Supp. 466, 50 Misc. 280; Tanner's Nat. Bk. v. Lacs (1909), 136 A. D. 92, 120 N. Y. Supp. 669; Van Vlict v. Kanter (1910), 124 N. Y. Supp. 63.

Ohio.— Dollar Sav. Bk. v. Barberton Pottery Co. (1907), 17 Ohio Dec. 539.

Oklahoma.— Critser v. Steeley (1917), 162 Pac. 795.

Oregon.— Lumberman's Nat. Bk. of Portland v. Campbell (1912), 61 Oreg. 123, 121 Pac. 427; Anderson v. Stayton State Bk. (1916), 159 Pac. 1033.

Rhode Island.—Deahey v. Choquet (1907), 28 R. I. 338.

Tennessee.— Moore v. Carey (1917), 197 S. W. 1093.

Washington.— Spencer v. Alki Point Transp. Co. (1909), 53 Wash. 77, 101 Pac. 509; Pease v. Syler (1914), 138 Pac. 310; Churchill v. Miller (1916), 156 Pac. 851; Smith v. Doty (1916), 157 Pac. 881.

Wisconsin.— Germania Nat. Bk. v. Mariner (1906), 129 Wis. 544, 109 N. W. 574.

Wyoming.— Acme Coal Co. v. Northrup Nat. Bk. of Iola (1915), 146 Pac. 593.

Section 18. No person is liable on the instrument whose signature does not appear thereon, except as herein otherwise expressly provided. But one who signs in a trade or assumed name will be liable to the same extent as if he had signed in his own name.

Kansas.— New York L. Ins. Co. v. Martindale (1907), 75 Kans. 142, 88 Pac. 559, 121 Am. St. 362.

Missouri.— Mineral Belt Bank v. Elking Lead & Zinc Co. (1913), 158 S. W. 1066.

Montana.— Kohrs v. Smith (1912), 45 Mont. 467, 124 Pac. 275; Young v. Bray (1918), 170 Pac. 104.

Oregon.—Gardner v. Wiley (1905), 46 Oreg. 96, 79 Pac. 341.

Washington.— Seattle Shoe Co. v. Packard (1906), 43 Wash. 527, 86 Pac. 845, 117 Am. St. 1064.

Wisconsin.— Frailing v. Sicher (1919), 169 N. W. 607.

United States.— In re Robson (1914). 218 Fed. 452 (C. C. A., 2d Ct.).

Section 19. The signature of any party may be made by a duly authorized agent. No particular form of appointment is necessary for this purpose; and the authority of the agent may be established as in other cases of agency.

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Iowa.— Watts v. Savings Bank (1917), 165 N. W. 897.

Kansas.— New York L. Ins. Co. v. Martindale (1907), 75 Kans. 142, 88 Pac. 559, 121 Am. St. 362.

Massachusetts.—Stone v. Sergeant (1915), 107 N. E. 1014.

Missouri.—Houston v. Day (1909), 145 Mo. App. 410; Scotland Co. Nat. Bk. v. Hohn (1910), 146 Mo. App. 699, 125 S. W. 539; Gage v. Bank of Holcomb (1917), 196 S. W. 1077.

Nebraska.— First Nat. Bk. of Shenandoah v. Kelgord (1912), 91 Neb. 178, 135 N. W. 548.

New York.— Burstein v. People's Tr. Co. (1911), 143 A. D. 165; Burstein v. Sullivan (1909), 134 A. D. 623; Hubbard v. Syemite Trap Rock Co. (1917), 165 N. Y. Supp. 486; Standard Steam Spec. Co. v. Corn Exch. Bk. (1917), 116 N. E. 386, 220 N. Y. 478.

Washington.— Nat. Bk. of Commerce of Seattle v. Puget Sound Biscuit Co. (1910), 6 Wash. 192, 112 Pac. 265; Citizens Nat. Bk. v. Ariss (1912), 68 Wash. 448; Hanson v. Northern Bk. & Tr. Co. (1917), 167 Pac. 97.

United States.—Nat. Bk. of Commerce in St. Louis v. Sancho Pag. Co. (1911), 110 C. C. A. 112, 186 Fed. 257 (La.).

Section 20. Where the instrument contains or a person adds to his signature words indicating that he signs for or on behalf of a principal, or in a representative capacity, he is not liable on the instrument if he was duly authorized; but the mere addition of words describing him as an agent, or as filling a representative character, without disclosing his principal, does not exempt him from personal liability.

Alabama.— Briel v. Ex. Nat. Bk. (1911), 172 Ala. 475, 55 So. 808; Peabody School Furniture Co. v. Whitman (1912), 6 Ala. App. 182, 60 So. 470.

Arkansas.— Corning v. Nimnich (1916), 183 S. W. 756.

Colorado.— New England Electric Co. v. Shook (1915), 145 Pac. 1002.

Connecticut.— Pascucci v. Rossi (1917), 101 Atl. 22.

Indiana.— Bayh v. Hanna (1919), 122 N. E. 7.

Iowa.— Schumacher v. Dolan (1912), 134 N. W. 624; Exch. Bk. of Marcus v. Schults (1914), 149 N. W. 99.

Kansas.— Weston Grocer Co. v. Lackman (1907), 75 Kans. 34, 88 Pac. 527; Bateman v. Sarback (1914), 89 Kans. 488.

Louisiana.— Bayries v. Lindsly (1911), 128 La. 259, 54 So. 791.

Maryland.— Denton Nat. Bk. v. Kenney (1911), 116 Md. 124, 81 Atl. 227; First Denton Nat. Bk. v. Kenney (1911), 116 Md. 24; Belmont Dairy Co. v. Thrasher (1914), 92 Atl. 766, 124 Md. 320.

Massachusetts.— Tuttle v. First Nat. Bk. of Greenfield (1905), 187 Mass. 533, 73 N. E. 560; Dunham v. Blood (1911), 207 Mass. 512; Myers v. Chesley (1915), 177 S. W.

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326; Wurlizer Co. v Rossman (1916), 190 S. W. 636.

Nebraska.— First Nat. Bk. of Shenandoah v. Kelgord (1912), 91 Neb. 178, 135 N. W. 548.

New Jersey.— Phelps v. Weber (1913), 87 Atl. 468.

New York.— Megowan v. Peterson (1902), 173 N. Y. 1, 65 N. E. 738; Kerby v. Ruegamer (1905), 107 A. D. 491; Dunbar Co. v. Martin (1907), 53 Misc. 312, 103 N. Y. Supp. 91; Burstein v. Sullivan (1909), 134 A. D. 623; The Van Norton Tr. Co. v. L. Rosenberg, Inc. (1909), 62 Misc. 285, 114 N. Y. Supp. 1025; Burstein v. People's Tr. Co. (1911), 143 A. D. 165; International Trust Co. v. Caroline (1912), 137 N. Y. Supp. 932.

Oregon.— Paye v. Ford (1913), 131 Pac. 1013.

Pennsylvania.—Chatham Nat. Bk. v. Gardner (1906), 31 Pa. Super. Ct. 135; Birmingham Iron Foundry v. Rignery (1907), 33 Pa. Super. Ct. 54; Grange Trust Co. v. Brown (1911), 49 Pa. Super. Ct. 274.

Tennessee.— Wilson v. Clinton Chapel, Zion Church (1917), 198 S. W. 244.

Washington.— Daniel v. Glidden (1905), 38 Wash. 556, 80 Pac. 111; Citizens Nat. Bk. v. Ariss (1912), 68 Wash. 448.

West Virginia.— Dollar Sav. & Gr. Co. v. Crawford (1911), 70 S. E. 1089.

Wisconsin.— Germania Nat. Bk. v. Mariner (1906), 129 Wis. 544, 109 N. W. 574.

United States.— Am. Trust Co. v. Canevin (1911), 107 C. C. A. 543; Nat. Bk. of Commerce in St. Louis v. Sancho Packing Co. (1911), 110 C. C. A. 112, 186 Fed. 257.

Section 21. A signature by "procuration" operates as notice that the agent has but a limited authority to sign, and the principal is bound only in case the agent in so signing acted within the actual limits of his authority.

Arkansas.— Schaap v. State Nat. Bk. of Texarkana (1919), 208 S. W. 309.

New Jersey.— R. M. Owen & Co. v. Storms & Co. (1909), 78 N. J. L. 154, 72 Atl. 441.

Section 22. The indorsement or assignment of the instrument by a corporation or by an infant passes the property therein, notwithstanding that from want of capacity the corporation or infant may incur no liability thereon.

Alabama.— Citizens Nat. Bk. v. Bucheit (1916), 71 So. 82.

Minnesota.— Thorpe v. Cooley (1918), 165 N. W. 265.

New York.— Oppenheim v. Reigal Cigar Co. (1904), 90 N. Y. 355.

North Carolina.— Vance v. Bryan (1912), 158 N. Car. 502, 74 S. E. 459.

United States.— Willard v. Crook (1903), 21 App. D. C. 237.

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Section 23. When a signature is forged or made without the authority of the person whose signature it purports to be, it is wholly inoperative, and no right to retain the instrument, or to give a discharge therefor, or to enforce payment thereof against any party thereto, can be acquired through or under such signature, unless the party, against whom it is sought to enforce such right, is precluded from setting up the forgery or want of authority.

Illinois.— Hamlins Wizard Oil Co. v. U. S. Express (1914), 184 Ill. App. 493.

Iowa.— Beend v. Farrell (1907), 135 Iowa, 670, 113 N. W. 509; State ex rel. Carroll v. Corning St. Sav. Bk. (1908), 139 Iowa, 338, 115 N. W. 937; Reints & DeBuhr v. Uhlenhop (1910), 149 Iowa, 284; Olsgard v. Lemke (1916), 156 N. W. 102.

Kentucky.— Nat. City Bk. v. Third Nat. Bk. (1910), 177 Fed. 136; Jett v. Standefer (1911), 143 Ky. 787, 137 S. W. 513.

Massachusetts.— Murphy v. Met. Nat. Bk. (1906), 191 Mass. 159; Blum Jro Sons v. Whipple (1907), 194 Mass. 253, 120 Am. St. 553, 80 N. E. 501, 13 L. R. A. (N. S.) 211; Boles v. Harding (1909), 201 Mass. 103, 87 N. E. 481; Jordan Marsh Co. v. Nat. Shawmut Bk. (1909), 201 Mass. 397, 87 N. E. 740; Franklin Sav. Bk. v. Framingham (1912), 212 Mass. 92; Newburyport v. First Nat. Bk. of Boston (1914), 216 Mass. 304; Munroe v. Stanley (1915), 107 N. E. 1012.

Michigan.— Lonier v. State Sav. Bk. (1907), 149 Mich. 483, 112 N. W. 1119.

Missouri.— Mo. Lincoln Tr. Co. v. Third Nat. Bk. of St. Louis (1910), 154 Mo. App. 89; Mo. Lincoln Tr. Co. v. Third Nat. Bk. of St. Louis (1910), 154 Mo. App. 89; Miners & Merch. Bank v. St. Louis Smelting & Refining Co. (1915), 178 Mo. App. 211; German-Am. Bank v. Barnes (1916), 185 S. W. 1194.

Montana.— First Nat. Bk. of Miles City v. Barrett (1916), 57 Pac. 951.

Nebraska.— Hoffman v. Am. Ex. Nat. Bk. (1901), 96 N. W. 112.

New Jersey.— Gluckman v. Darling (1914), 89 Atl. 1016.

New York.— First Nat. Bk. of Fort Worth v. Am. Ex. Nat. Bk. (1900), 49 A. D. 349; Critten v. Chemical Nat. Bk. (1902), 171 N. Y. 219 (May 13); Casey v. Pilkington (1903), 83 App. Div. 91; Sherman v. The Corn Ex. Bk. (1904), 91 A. D. 84; Kearny v. Met. Trust Co. (1905), 110 A. D. 236; Salem v. Bk. of the St. of N. Y. (1906), 110 A. D. 636, 97 N. Y. Supp. 361; Oriental Bk. v. Gallo (1906), 112 A. D. 360, 98 N. Y. Supp. 561; Trust Co. of Am. v. Hamilton Bk. (1908), 127 A. D. 515, 112 N. Y. Supp. 84; Seaboard Nat. Bk. of America (1908), 193 N. Y. 26, 85 N. E. 829; The Mercantile Nat. Bk. of the City of N. Y. v. Silverman (1911), 148 A. D. 1; Stein v. Empire Tr. Co. (1912), 133 N. Y. Supp. 517; Kobre v. Corn Exchange Bk. (1913), 139 N. Y. Supp. 890; Anglo-South Am. Bk. v. Nat. City Bk. of N. Y. (1914), 146 N. Y.

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Supp. 457; Standard Steam Specialty Co. v. Corn Ex. Bk. (1914), 146 N. Y. Supp. 181; Wolfin v. Security Bk. (1915), 156 N. Y. Supp. 474; Bergstrom v. Ritz-Carlton Hotel Co. (1916), 157 N. Y. Supp. 959; Standard Steam Spec. Co. v. Corn Exch. Bk. (1917), 116 N. E. 386, 220 N. Y. 478; Monk v. 23d Ward Bk. (1917), 165 N. Y. Supp. 1055; Standard Specialty Co. v. Corn Exch. Bk. (1917), 116 N. E. 386, 220 N. Y. Supp. 478; Cohen v. L. Rittner, Inc. (1918), 171 N. Y. Supp. 312.

North Dakota.— First Nat. Bk. of Lisbon v. Bk. of Wyndemere (1906), 15 N. Dak. 299, 108 N. W. 546; Stutsman County Bk. v. Jones (1917), 162 N. W. 402.

Ohio.— Winters Nat. Bk. v. Roberts (1909), 20 Ohio Dec. 690; The S. Weishberger Co. v. The Barberton Sav. Bk. Co. (1911), 84 Ohio St. 21; McHenry v. The Old Citizens Nat. Bk. (1911), 85 Ohio St. 203.

Oklahoma.— Turner v. Kimble (1913), 130 Pac. 563.

Oregon.— First Nat. Bk. of Cottage Grove v. Bk. of Cottage Grove (1911), 59 Oreg. 388, 117 Pac. 293.

Pennsylvania.— Tibby Bros Glass Co. v. Farmers & Mech. Bk. of Sharpsburg (1908), 200 Pa. 1; Cunningham v. First Nat. Bk. of Indiana (1908), 219 Pa. 310; Falcomi v. Magee (1911), 47 Pa. Super. 560.

Rhode Island.— Tolman v. Am. Nat. Bk. (1901), 22 R. I. 462.

Tennessee.— Knoxville Water Co. v. E. Tenn. Nat. Bk. (1910), 123 Tenn. 364; Litchfield Shuttle Co. v. Cumberland Valley Nat. Bk. (1916), 183 S. W. 1006.

Utah.— Heavey v. Commercial Nat. Bk. (1904), 27 Utah, 222, 75 Pac. 727; Warren v. Smith (1909), 35 Utah, 455, 100 Pac. 1069; Simpson v. Denver & Rio Grande Co. (1913), 134 Pac. 883.

Virginia.— Pettyjohn v. Nat. Ex. Bk. (1903), 101 Va. 111, 43 S. E. 203.

Washington.—Jamieson & McFarland v. Heim (1906), 43 Wash. 153, 86 Pac. 165; Heim v. Neubert (1908), 48 Wash. 587, 94 Pac. 104; Goodfellow v. First Nat. Bk. (1913), 129 Pac. 90.

United States.— Cent. Nat. Bk. v. Nat. Met. Bk. (1908), 31 A. C. (D. C.) 391, 35 Wash. L. R. 621 (C. C., Dist. Col.); Cent. Nat. Bk. v. Nat. Met. Bk., 31 A. C. (D. C.) 391.

ARTICLE II.

CONSIDERATION.

Section 24. Every negotiable instrument is deemed *prima facie* to have been issued for a valuable consideration; and every person whose signature appears thereon to have become a party thereto for value.

Alabama.— Jones v. Bell (1917), 77 So. 918; Vogler v. Manson (1917), 76 So. 117.

Arkansas.— Sims v. Everett (1914), 168 S. W. 559; Buckely v. Collins (1915), 177 S. W. 920.

California.— Molley v. Pierson (1918), 174 Pac. 98.

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Connecticut.— American Automobile Co. v. Perkins (1910), 83 Conn. 520, 77 Atl. 954.

Delaware.—Security Trust & Safe Dep. Co. v. Duross (1913), 86 Atl. 209.

Florida.— Williams v. Peninsular Grocery Co. (1917), 75 So. 517.

Idaho.— McFarland v. Johnson (1912), 22 Ida. 694, 127 Pac. 908.

Illinois.— George J. Cooke Co. v. Pisano (1912), 174 Ill. App. 609; Harney v. Lee (1912), 175 Ill. App. 250.

Indiana.—Deiter v. Burke (1914), 107 N. E. 304.

Iowa.— Zimbelman v. Finnegan (1909), 141 Iowa, 358, Brokaw v. McElvoy (1913), 143 N. W. 1087; Perry Sav. Bk. v. Fitzgerald (1914), 149 N. W. 497; First Presbyterian Church of Mt. Vernon v. Dennis (1917), 161 N. W. 183; Higby v. Bahrenfuss (1917), 163 N. W. 247.

Kansas.— Kawkins v. Windhost (1910), 82 Kans. 522, 108 Pac. 805.

Louisiana.— Scheuerman v. Monarch Fruit Co. (1909), 123 La. 59, 48 So. 647.

Maryland.— Black v. First Nat. Bk. (1903), 96 Md. 399, 54 Atl. 88; Louis Eckels & Sons Ice Mfg. Co. v. Cornell Economizer Co. (1912), 86 Atl. 38; Bear Creek Lumber Co. v. Second Nat. Bk. of Cumberland (1913), 120 Md. 566, 87 Atl. 1084; Shaffer v. Bond (1917), 99 Atl. 972.

Massachusetts. — Lombard v. Bryne (1907), 194 Mass. 236, 80 N. E. 489; Jennings v. Law (1908), 199 Mass. 124, 85 N. E. 157; Clemons Elec. Mfg. Co. v. Walton (1910), 206 Mass. 215; North Anson Lumber Co. v. Smith (1911), 209 Mass. 333; Young v. Hayes (1912), 212 Mass. 525; Harvey v. Squire (1914), 105 N. E. 355; Seager v. Drayton (1914), 105 N. E. 461.

Minnesota.— Baxter v. Brandenburg (1917), 163 N. W. 517.

Missouri.— Rhodes v. Guhman (1911), 156 Mo. App. 344; Nelson v. Diffenderffer (1914), 163 S. W. 271; Miller v. Chinn (1917), 195 S. W. 552.

Montana.— Ford v. Drake (1912), 46 Mont. 314.

Nebraska.— First Nat. Bk. of Scribner v. Golder (1911), 89 Neb. 377; Stannard v. Orleans Flour & Oat Meal Milling Co. (1913), 93 Neb. 389.

New Jersey.— People's Nat. Bk. v. Schepflin (1905), 73 N. J. L. 29, 62 Atl. 333; Marine Tr. Co. v. St. James African M. E. Church (1913), 88 Atl. 1075; Bank of Roselle v. Dorvall (1916), 98 Atl. 476.

New York.— Riverside Bk. v. Woodhaven Junction Land Co. (1898), 34 A. D. 359; McLeod v. Hunter (1899), 29 Misc. 558, 61 N. Y. Supp. 73; Deyo v. Thompson (1900), 53 A. D. 9; Bringman v. Glahn (1902), 71 A. D. 537, 75 N. Y. Supp. 845; Karsch v. Pottier & Stymers Mfg. & Imp. Co. (1903), 81 N. Y. 782, 82 A. D. 230; Packard v. Windholz (1903), 40 Misc. 347, affirmed 88 A. D. 365 (1902); Moak v. Stevens (1904), 45 Misc. 147, 91 N. Y. Supp. 903; The Royal Bk. of N. Y. v. Goldschmidt (1906), 51 Misc. 622, 101 N. Y. Supp. 101; Ward v. City Tr. Co. of N. Y. (1907), 102 N. Y. Supp. 50; Cleary v. DeBeck Plate Glass Co. (1907), 54 Misc. 537, 104 N. Y. Supp. 831; Colborn v. Arbean (1907), 54 Misc. 623, 104 N. Y. Supp. 968; Joveshoff v. Rockney (1908), 109 N. Y.

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Supp. 818, 58 Misc. 559; Nat. Park Bk. v. Saitta (1908), 127 A. D. 624, 111 N. Y. Supp. 927; Pfister v. Heins, (1910), 136 A. D. 457; Ferguson v. Netter (1910), 141 A. D. 274; Ryan v. Sullivan (1911), 143 A. D. 471; Glennan v. Rochester Tr. & Safe Dep. Co. (1912), 136 N. Y. Supp. 747; First Nat. Bk. of Pittsburg v. Stallo (1914), 145 N. Y. Supp. 747; Gerli v. Doorly (1915), 151 N. Y. Supp. 574; Schultz v. Cohen (1915), 156 N. Y. Supp. 610; Abrahamson v. Steel (1917), 163 N. Y. Supp. 827.

North Carolina.— Toms v. Jones (1900), 127 N. Car. 464; Myers v. Petty (1910), 153 N. Car. 462; Columbian Conservatory of Music v. Dickenson (1912), 758 N. Car. 207, 73 S. E. 990.

North Dakota.— Walters v. Rock (1908), 18 N. Dak. 45, 115 N. W. 511; Holbert v. Weber (1917), 161 N. W. 560.

Ohio.— Ginn v. Dolen (1909), 81 Ohio St. 121, 90 N. E. 141; Pierce v. Harper (1918), 249 Fed. 867.

Oklahoma.— Hudson v. Moore (1913), 130 Pac. 774.

Oregon.— Fassett v. Boswell (1911), 59 Oreg. 288, 117 Pac. 302; Long v. Hoedle (1911), 60 Oreg. 377, 119 Pac. 484; First Nat. Bk. of Bangor v. Paff (1913), 87 Atl. 841; Adjustment Bureau of Portland Assn. of Credit Men v. Staats (1919), 175 Pac. 847.

South Carolina.— Cannon v. Clarendon Hardware Co. (1916), 88 S. E. 284.

Utah.— Cole Banking Co. v. Sinclair (1908), 34 Utah, 454, 98 Pac. 411; Utah Nat. Bk. of Salt Lake City v. Nelson (1910), 38 Utah, 169, 111 Pac. 907; Niles v. U. S. Ozocinte Co. (1911), 38 Utah, 367, 113 Pac. 1038.

Virginia.— Lynchburg Milling Co. v. Nat. Ex. Bk. of Lynchburg (1909), 109 Va. 639; Reid's Admr. v. Windsor (1911), 111 Va. 825, 69 S. E. 1101; Murphy's Hotel Co. v. Herndon's Admrs. (1917), 91 S. E. 634.

Washington.—Nicholson v. Neavy (1914), 137 Pac. 492; State Bk. of Clarkson v. Morrison (1915), 147 Pac. 875.

West Virginia.— Dollar Sav. & Gr. Co. v. Crawford (1911), 70 S. E. 1089.

Wyoming.— Hamilton v. Diefenderfer (1913), 131 ac. 37.

United States.— Towles v. Tanner (1903), 21 App. D. C. 530; Nalitsky v. Williams (1917), 237 Fed. 802.

Section 25. Value is any consideration sufficient to support a simple contract. An antecedent or pre-existing debt constitutes value; and is deemed such whether the instrument is payable on demand or at a future time.

Alabama.—Boatwright v. Scheuer, Wise & Co. (1914), 66 So. 819; Anders v. Sandlin (1915), 67 So. 684; Orr v. Stewart (1915), 69 So. 649; Dilworth v. Holmes Furniture & Vehicle Co. (1916), 73 So. 288; Peoples' Bank & Trust Co. v. Floyd (1917), 75 So. 940.

Arkansas.— Hood v. Robson (1916), 187 S. W. 1059; Arnwell

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v. Arnold & Co. (1917), 193 S. W. 506; Johnson v. Ankrun (1917), 199 S. W. 897.

California.— Shoenhair v. Jones (1917), 165 Pac. 971; Ballou v. Avery (1917), 166 Pac. 1003; Wetzel v. Cole (1917), 165 Pac. 692; Perzoni v. Greenwell (1918), 174 Pac. 60; Mahana v. Van Alstyne (1919), 178 Pac. 853.

Colorado.— Lomax v. Colorado Nat. Bk. (1909), 104 Pac. 85; Western Investment and Land Co. v. First Nat. Bk. (1918), 172 Pac. 6; Western Slope Fruit Growers Assn. v. Divine (1918), 173 Pac. 426; U. S. Fidelity & Guarantee Co. v. Walker (1918), 248 Fed. 42.

Connecticut.— New Haven Mfg. Co. v. New Haven Pulp Co. (1903), 76 Conn. 126, 55 Atl. 604; Russell El. Co. v. Bassett (1907), 79 Conn. 709, 66 Atl. 531; Chittenden v. Carter (1909), 82 Conn. 585; Fairfield Co. Nat. Bk. v. Hammer (1915), 95 Atl. 31; Continental Credit Co. v. Ely (1917), 100 Atl. 435.

Florida.— Crystal River Lumber Co. v. Consolidated Naval Stores Co. (1912), 63 Fla. 119, 58 So. 129.

Idaho.— Federal State Bank v. Miller (1917), 162 Pac. 244; Fidelity Bank v. Miller (1917), 162 Pac. 244.

Illinois.— Many, Blanc & Co. v. Krueger (1910), 153 Ill. App. 327; McHenry v. Croft (1911), 163 Ill. App. 426.

Indiana.— Merch. Nat. Bk. v. Nees (1916), 112 N. E. 904.

Iowa.— Gooch v. Gooch (1916), 160 N. W. 333; Commercial Nat. Bk. v. Citizens State Bk. (1906), 132 Iowa, 706, 109 N. W. 198; Crawford Co. State Bk. v. Stegman (1908), 137 Iowa, 13, 114 N. W. 549; Voss v. Chamberlain (1908), 139 Iowa, 569, 117 N. W. 269; Zimbelman v. Finnegan (1909), 141 Iowa, 358; Robinson v. Robinson (1910), 147 Iowa, 615; Robertson v. United States Live Stock Co. (1914), 145 N. W. 535; Meginnes v. McChesney (1916), 160 N. W. 50; State Bk. of Halstad v. Bilstad (1912), 136 N. W. 204; Mohn v. Mohn (1917), 164 N. W. 341.

Kansas.— Birket v. Ellward (1904), 68 Kans. 295, 74 Pac. 1100; Bridges v. Vann (1912), 88 Kans. 98.

Kentucky.— Wilkins v. Usher (1906), 123 Ky. 696, 97 S. W. 37; Citizens Bk. v. Bk. of Waddy (1907), 126 Ky. 169, 103 S. W. 249; Herman's Excr. v. Gregory (1909), 131 Ky. 819, 115 S. W. 809; Lovelace v. Lovelace (1910), 136 Ky. 452, 124 S. W. 400; Campbell v. Fourth Nat. Bk. of Cincinnati (1910), 137 Ky. 555, 126 S. W. 114; Am. Nat. Bk. v. Minor & Son (1911), 135 S. W. 278; Jett v. Standafer (1911), 143 Ky. 787, 137 S. W. 513; Pratt v. Rounds (1914), 169 S. W. 848; Overby v. Williams (1916), 185 S. W. 822; Receiver First Nat. Bk. of Loudon v. Boreling (1916), 190 S. W. 1106; Ballard v. Ballard (1917), 197 S. W. 661.

Louisiana.— Scheuerman v. Monarch Fruit Co. (1909), 123 La. 59, 48 So. 647; Interstate Trust & Banking Co. v. Irwin (1915), 70 So. 313; Hyman v. Parkerson (1916), 72 So. 953.

Massachusetts.— Boston Steel & Iron Co. v. Steuer (1903), 183 Mass. 140, 66 N. E. 646; Widger v. Baxter (1906), 190 Mass. 130; Jennings v. Law (1908), 199 Mass. 124, 85

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N. E. 157; Lowell v. Bickford (1909), 201 Mass. 543, 88 N. E. 1; Shawmut Commercial Paper Co. v. Brigham (1912), 211 Mass. 72; Crosier v. Crosier (1913), 215 Mass. 535; Usher v. A. S. Tucker Co. (1914), 105 N. E. 360; Smith v. Johnson (1916), 112 N. E. 644; Ajemain v. Robinson (1917), 115 N. E. 749.

Michigan.— Graham v. Smith (1908), 155 Mich. 65, 118 N. W. 726; J. D. Gruber Co. v. Smith (1917), 162 N. W. 124.

Minnesota.— German-Am. Bk. of Ritzville v. Lyons (1914), 149 N. W. 658; Security Nat. Bk. v. Pulver (1915), 155 N. W. 641; Am. Multigraph Sales Co. v. Grant (1916), 160 N. W. 676; Bank of Montreal v. Bucher (1916), 157 N. W. 1070; Baxter v. Brandenburg (1917), 163 N. W. 517; Baxter v. Brandenburg (1917), 163 N. W. 516.

Mississippi.— Sykes v. Moore (1917), 76 So. 538.

Missouri.— Wright v. Miss. Valley Tr. Co. (1910), 129 S. W. 407; Reeves v. Litts (1910), 143 Mo. App. 196, 128 S. W. 246; Dorris v. Cronan (1910), 129 S. W. 1014; Nat. Bk. of Commerce in St. Louis v. Morris (1911), 156 Mo. App. 43, 135 S. W. 1008; Golden City Banking Co. v. Greisel (1912), 161 Mo. App. 477; State Bk. of Freeport v. Cape Girardeau & C. R. Co. (1913), 155 S. W. 1111; Greer v. Orchard (1913), 161 S. W. 875; Citizens Bk. of Pomono v. Oaks (1914), 179 S. W. 679; Citizens Nat. Bk. v. Bombauer (1916), 189 S. W. 651; Central Bk. of Columbia v. Lydia (1917), 191 S. W. 245; Shawhan v. Distillery Co. (1917), 197 S. W. 369; Bank of Greentop v. Sloop (1918), 200 S. W. 304; Boatmen's Bank v. St. Louis Union Trust Co. (1918), 205 S. W. 629; First Nat. Bk. v. Henry (1918), 202 S. W. 281.

Montana.— Parchen v. Chessman (1914), 142 Pac. 631.

Nebraska.—Benton v. Sikyta (1909), 84 Neb. 808, 122 S. W. 60; Farmers Nat. Bk. of Lyons v. Dixon (1912), 91 Neb. 652, 136 N. W. 845; Livestock Nat. Bk. v. Bragonier (1915), 153 N. W. 504; Macke v. Jungels (1918), 166 N. W. 191.

New Jersey.— Travis v. Unkart (1916), 99 Atl. 320.

New York.— Riverside Bank v. Woodhaven Junction Land Co. (1898), 34 A. D. 359; Citizens Nat. Bk. v. Lilienthal (1899), 40 A. D. 609; Brewster v. Schrader (1899), 26 Misc. 480; Rosenwald v. Goldstein (1899), 27 Misc. 827; Petrie v. Miller (1901), 57 A. D. 17, 67 N. Y. Supp. 1042, 173 N. Y. 596 (1903) (affirmed without an opinion); Sutherland v. Mead (1903), 80 A. D. 103, 80 N. Y. Supp. 504; Levy v. Huwer (1903), 80 A. D. 499; Roseman v. Mahoney (1903), 86 A. D. 377, 83 N. Y. Supp. 749; Bk. of Am. v. Waydell (1905), 103 A. D. 25, 92 N. Y. Supp. 666; Sutherland v. Mead, 80 A. D. 103; Roseman v. Mahoney, 86 A. D. 377; Milins v. Kauffman (1905), 104 A. D. 442, 93 N. Y. Supp. 669; Hover v. Magley (1905), 48 Misc. 430, 96 N. Y. Supp. 925; Nat. Bk. of Barre v. Foley (1907), 54 Misc. 126, 103 N. Y. Supp. 553; English v. Schlesinger (1907), 55 Misc. 584, 105 N. Y. Supp. 989; Mohlman Co. v. McKane (1901), 60 A. D. 546; The Gansevort Bk. of N. Y. v. Gilday (1907),

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110 N. Y. Supp. 271, 53 Misc. 107; Bigelow v. Automatic Gas Producer Co. (1907), 107 N. Y. Supp. 894; The Wallabout Bk. v. Peyton (1908), 123 A. D. 727, 108 N. Y. Supp. 42; Joveshoff v. Rockney (1908), 109 N. Y. Supp. 818, 58 Misc. 559; Rosenthal v. Parsont (1908), 110 N. Y. Supp. 223; Valley Dew Distilling Co. v. Ritzmann (1908), 110 N. Y. Supp. 917; Harris v. Fowler (1908), 110 N. Y. Supp. 987, 59 Misc. 523; Wallabout Bk. v. Peyton (1908), 123 A. D. 727, 108 N. Y. Supp. 42; Macauley v. Holsten (1909), 114 N. Y. Supp. 611; Mindlin v. Appelbaum (1909), 62 Misc. 300, 114 N. Y. Supp. 908; The Van Orden Tr. Co. v. L. Rosenberg, Inc. (1909), 62 Misc. 285, 114 N. Y. Supp. 1025; Uvalde Asphalt Paving Co. v. Nat. Trading Co. (1909), 135 A. D. 391, 120 N. Y. Supp. 11; Lehrenkrauss v. Bonnell (1910), 199 N. Y. 240, 92 N. E. 637; Rogonski v. Brill (1911), 131 N. Y. Supp. 589; King v. Bowling Green Tr. Co. (1911), 145 A. D. 398; Maurice v. Bowler (1912), 138 N. Y. Supp. 424; Broderick & Baseom Rope Co. v. McGrath (1913), 142 N. Y. Supp. 496, 81 Misc. 222; Martin L. Hall v. Todd (1912), 139 N. Y. Supp. 111; Shape v. Shape (1914), 150 N. Y. Supp. 367; Union Bk. of Brooklyn v. Sullivan (1915), 108 N. E. 558, 214 N. Y. 332; Brown v. Rowan (1915), 154 N. Y. Supp. 1098; McBee Co. v. Shoemaker (1916), 169 N. Y. Supp. 834; Miller v. Campbell (1916), 160 N. Y. Supp. 834; Stokes v. Sanders (1918), 168 N. Y. Supp. 409; Lajani v. Abraham Schdala & Sons Corporation (1918), 171 N. Y. Supp. 611; American Brass & Copper Co. v. Pine (1919), 173 N. Y. Supp. 147.

North Carolina.— Brooks v. Sullivan (1901), 129 N. Car. 190, 39 S. E. 822; Singer Mfg. Co. v. Summers (1906), 143 N. C. 102; 55 S. E. 522; Murchison Nat. Bk. v. Dunn Oil Mills Co. (1909), 150 N. Car. 718, 64 S. E. 885; J. L. Smathers & Co. v. Toxaway Hotel Co. (1913), 78 S. E. 224; Am. Ex. Nat. Bk. v. Segroves (1914), 82 S. E. 947; Franklin Nat. Bk. v. Roberts Bros. (1915), 84 S. E. 706; Am. Nat. Bk. of Richmond v. Hill (1915), 85 S. E. 209; Cherokee County v. Meroney (1917), 92 S. E. 616; Acme Mfg. Co. v. McCormick (1918), 95 S. E. 555; A. B. Hunter & Co. v. Sherron (1918), 97 S. E. 5.

North Dakota.— Second Nat. Bk. v. Warner (1910), 126 N. W. 100; Farmer's Bk. of Mercer Co. v. Riedlinger (1914), 146 N. W. 556; Sawyer State Bk. v. Sutherland (1917), 162 N. W. 696.

Ohio.— State v. Hills (1916), 113 N. E. 1045.

Oklahoma.— Cain v. Munger (1915), 149 Pac. 1086; Ogle v. Armstrong (1915), 153 Pac. 1139; State v. Soliss (1915), 152 Pac. 1114; Purcell Mill & Elevator Co. v. Canadian Val. Const. Co. (1916), 160 Pac. 485; First Nat. Bk. v. Harkey (1917), 163 Pac. 273; Starr v. Lonewolf (1917), 163 Pac. 532; Chandler v. Lach (1918), 170 Pac. 516; Levy v. Reed (1918), 170 Pac. 497.

Oregon.— Matlock v. Scheuerman (1908), 51 Oreg. 49, 93 Pac. 823, 17 L. R. A. (N. S.) 947; Anderson v. Stayton State Bank (1916), 159 Pac. 1033; Wicks v. Metcalf (1917), 163 Pac. 988.

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Pennsylvania.—Rathfon v. Locher (1906), 215 Pac. 571; Allentown Nat. Bk. v. Clay Product Supply Co. (1907), 217 Pa. St. 128, 66 Atl. 252; Morrison v. Whitefield (1912), 46 Pa. Super. 103; Levy v. Gilligan (1914), 90 Atl. 647.

Rhode Island.— Wilbour v. Hawkins (1915), 94 Atl. 856.

Tennessee.— Elgin City Bldg. Co. v. Hall (1907), 119 Tenn. 548, 108 S. W. 1068; Citizens Tr. Co. v. McDougal (1915), 178 S. W. 432.

Texas.— Magill v. McCamley (1916), 182 S. W. 22; Yantis v. Jones (1916), 184 S. W. 572.

Utah.— Utah Nat. Bk. of Salt Lake City v. Nelson (1910), 38 Utah, 169, 111 Pac. 907; Felt v. Bush (1912), 126 Pac. 688; Miller v. Marks (1915), 148 Pac. 412; Smith v. Brown (1917), 165 Pac. 468; Manson v. Harris (1918), 170 Pac. 970.

Virginia.— Payne v. Zell (1900), 98 Va. 294, 36 S. E. 379; Am. Bk. of Orange v. McComb (1906), 105 Va. 473, 54 S. E. 14; Saunders v. Bk. of Mecklenburg (1911), 71 S. E. 714; Ford v. Engelman (1915), 86 S. E. 852; Colley v. Summers Parrott Hardware Co. (1916), 89 S. E. 906; Brenard Mfg. Co. v. Brown (1917), 92 S. E. 850.

Vermont.—Bean v. Parker (1916), 96 Atl. 17.

Washington. — Pitt v. Little (1910), 58 Wash. 355, 108 Pac. 941; German-Am. Bank of Seattle v. Wright (1915), 148 Pac. 769.

West Virginia.— Burner v. Nutter (1915), 87 S. E. 359.

Wisconsin.— Hodge v. Wallace (1906), 129 Wis. 84, 108 N. W. 212, 116 Am. St. R. 938; Pelton v. Spider Lake S. & L. Co. (1907), 132 Wis. 219, 112 N. W. 29, 122 Am. St. 963; Marling v. Fitzgerald (1909), 138 Wis. 93, 120 N. W. 388; Samson v. Ward (1911), 147 Wis. 48, 132 N. W. 629; Becker v. Noegel (1917), 160 N. W. 1055, 165 Wis. 73; Badger Co. v. Columbia Co. (1917), 163 N. W. 188.

United States.—Barnsdall v. Waltemeyer (1905), 142 Fed. 415, 73 C. C. A. 515 (Colo.); Scherer & Co. v. Everest (1909), 168 Fed. 822, 94 C. C. A. 346; In re Hopper-Morgan Co. (1907), 154 Fed. 249 (N. Y.); Trust Co. of St. Louis Co. v. Markee (1910), 190 Fed. 126; Milton v. Pensacola Bk. & Tr. Co. (1911), 190 Fed. 126, 111 C. C. A. 166.

Section 26. Where value has at any time been given for the instrument, the holder is deemed a holder for value in respect to all parties who became such prior to that time.

Alabama.— Armstrong v. Walker (1917), 76 So. 280; Hudson v. Repton State Bank (1917), 75 So. 695; Wilson v. Weaver (1917), 77 So. 238.

Idaho.— Kimpton v. Studebaker Bros. Co. (1908), 14 Ida. 552, 94 Pac. 1039.

Iowa.— Higby v. Bahrenfuss (1917), 163 N. W. 247.

Kentucky.— Herman's Excr. v. Gregory (1909), 131 Ky. 819, 115 S. W. 809.

Maryland.— Black v. First Nat. Bk. (1903), 96 Md. 399, 54 Atl. 88.

Massachusetts.— Jennings v. Law

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(1908), 199 Mass. 124, 85 N. E. 157; Nat. Investment & Security Co. v. Carey (1916), 111 N. E. 357.

Michigan.— First Nat. Bk. v. Grand Rapids & I. Ry. Co. (1917), 161 N. W. 859; National Bank of Montreal v. Bucher (1916), 157 N. W. 1070.

Missouri.— Coleman v. Stocks (1911), 159 Mo. App. 43, 139 S. W. 216; Wright v. Wayland (1916), 188 S. W. 928; Wurlitzer Co. v. Rossman (1916), 190 S. W. 636; Howard v. Int. Bank (1918), 200 S. W. 91.

Montana.— State Bk. of Moore v. Fursythe (1910), 41 Mont. 249.

Nebraska.—Nat. Bk. of Commerce v. Bossemeyer (1917), 162 N. W. 503.

New York.— Riverside Bk. v. Woodhaven Junction Land Co. (1898), 34 A. D. 350; Petrie v. Miller (1901), 57 A. D. 17, 67 N. Y. Supp. 1042, 173 N. Y. 596, affirmed without an opinion, 173 N. Y. 596 (1903); Fleitman v. Ashley (1901), 60 A. D. 201; Sutherland v. Mead (1903), 80 A. D. 103, 80 N. Y. Supp. 504; Rogers v. Morton (1905), 46 Misc. 494, 95 N. Y. Supp. 49; Hover v. Magley (1905), 48 Misc. 430, 96 N. Y. Supp. 925; Rosenthal v. Freedman (1907), 53 Misc. 595, 103 N. Y. Supp. 714; Cleary v. DeBeck Plate Glass Co. (1907), 54 Misc. 537, 104 N. Y. Supp. 831; Van Nordin Tr. Co. v. L. Rosenberg, Inc. (1909), 62 Misc. 285, 114 N. Y. Supp. 1025; Heimbach v. Doubleday, Page Co. (1909), 130 A. D. 34; King v. Bowling Green Tr. Co. (1911), 145 A. D. 398; Broderick & Bascom Rope Co. v. McGrath (1913), 143 N. Y. Supp. 496, 81 Misc. 222; Lich-und-Spakassa Audorf v. Pfizer (1913), 158 A. D. 505, 143 N. Y. Supp. 744; Munnich v. Joffe (1914), 149 N. Y. Supp. 338, 164 A. D. 30; Sabine v. Paine (1915), 151 N. Y. Supp. 735; Poshkoff v. Bernstein (1916), 159 N. Y. Supp. 206; Republican Art Printer v. David (1916), 159 N. Y. Supp. 1010.

Oklahoma.— Bledsoe v. City Nat. Bk. of Selma (1912), 7 Ala. App. 195, 60 So. 942; Miller v. Johnson (1914), 66 So. 486.

North Carolina.— Toms v. Jones (1900), 127 N. Car. 464; Citizens & Marine Bk. of Newport News v. Southern R. W. (1910), 153 N. Car. 346.

Pennsylvania.— State Bank of Pittsburg v. Kirk (1907), 216 Pa. St. 452.

Utah.— McCormick v. Swem (1909), 36 Utah, 6, 102 Pac. 626; Felt v. Bush (1912), 126 Pac. 688.

Washington. — Bradley Engineering & Mfg. Co. v. Heyburn (1910), 56 Wash. 628, 106 Pac. 170; Metzger v. Sigall (1914), 145 Pac. 72; Wash. Trust Co. v. Keyes (1915), 152 Pac. 1029; Skagit State Bk. v. Moody (1916), 150 Pac. 425.

United States.—Richards v. Street (1908), 31 App. D. C. 427; Milton v. Pensacola Bk. & Tr. Co. (1911), 190 Fed. 126, 111 C. C. A. 166; In re Chas. R. Partridge Lumber Co. (1914), 215 Fed. 973.

Section 27. Where the holder has a lien on the instrument, arising either from contract or by implication of law, he is deemed a holder for value to the extent of his lien.

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Connecticut.— Mersick v. Alderman (1905), 77 Conn. 634, 60 Atl. 109.

Illinois.— Peacock v. Phillips (1910), 155 Ill. App. 514.

Kentucky.— Citizens Bk. v. Bk. of Waddy (1907), 126 Ky. 169, 103 S. W. 249; Campbell v. Fourth Nat. Bk. of Cincinnnati (1910), 137 Ky. 555, 126 S. W. 114; Am. Nat. Bk. v. Minor & Son (1911), 135 S. W. 278; Jett v. Standafer (1911), 143 Ky. 787, 137 S. W. 513; Elk Valley Coal Co. v. Third Nat. Bk. of Lexington (1914), 163 S. W. 766; Sparr v. Fulton Bank (1918), 201 S. W. 310.

Massachusetts.— Burnes v. New Mineral Fertil. Co. (1914), 105 N. E. 1074.

Michigan.— Graham v. Smith (1908), 155 Mich. 65, 118 N. W. 726.

Missouri.— Nat. Bk. of Commerce in St. Louis v. Morris (1911), 156 Mo. App. 43, 135 S. W. 1008; State Bk. of Freeport v. Cape Girardeau & C. R. Co. (1913), 155 S. W. 1111; Central Bank of Columbia v. Lyda (1917), 191 S. W. 245.

North Carolina.— Brooks v. Sullivan (1901), 129 N. Car. 190, 39 S. E. 822; Citizens & Marine Bk. of Newport News v. Southern R. W. (1910), 153 N. Car. 346; J. L. Smathers & Co. v. Toxaway Hotel Co. (1913), 78 S. E. 224.

North Dakota.— Shuman v. Citizen's State Bk. of Rugby (1914), 147 N. W. 388.

Oregon.—Bailey v. Inland Empire Co. (1915), 146 Pac. 991.

Tennessee.—First Nat. Bk. of Elgin, Ill. v. Russell (1911), 139 S. W. 734.

Utah.— Felt v. Bush (1912), 126 Pac. 688.

Virginia.— Payne v. Zell (1900), 98 Va. 294, 36 S. E. 379.

Washington.— Bk. of Montreal v. Howard (1906), 44 Wash. 10, 86 Pac. 1115; Hillman v. Stanley (1909), 56 Wash. 320, 105 Pac. 816; German-Am. Bank of Seattle v. Wright (1915), 148 Pac. 769; Crewdson v. Shultz (1919), 254 Fed. 24.

Wyoming.— George v. Emery (1909), 18 Wyo. 352, 107 Pac. 1.

United States.— Trust Co. of St. Louis Co. v. Markee (1910), 179 Fed. 764.

Section 28. Absence or failure of consideration is matter of defense as against any person not a holder in due course; and partial failure of consideration is a defense *pro tanto*, whether the failure is an ascertained and liquidated amount or otherwise.

Alabama.— United Brothers of Friendship & Sisters of Mysterious Ten v. C. S. Huffman Auditing Co. (1918), 78 So. 864; Conwell v. Rice (1919), 80 So. 406.

Arizona.— Hurley v. Wilky (1916), 156 Pac. 83.

Arkansas.— Williamson v. Miles (1914), 169 S. W. 368; Ozark Diamond Mines Co. v. Townes (1915), 174 S. W. 515; Haglin v. Friedman (1915), 177 S. W. 429; Hamburg v. Ahrens (1915), 177 S. W. 14; Dodd v. Axle Nut Sigh Co. (1916), 189 S. W. 663.

Connecticut.— St. Paul's Episco-

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pal Church v. Fields (1909), 81 Conn. 670, 72 Atl. 145; Tice v. Moore (1909), 82 Conn. 244, 73 Atl. 133.

Delaware.— Security Tr. & Safe Dep. Co. v. Duross (1913), 86 Atl. 209.

Florida.— Roess Lumber Co. v. State Exchange Bk. (1915), 67 So. 188; Odlin v. Stuckey (1919), 80 So. 291.

Idaho.— Daniels v. Englehart (1910), 18 Ida. 548, 111 Pac. 3.

Illinois.— Peacock v. Phillips (1910), 155 Ill. App. 514; Bechtel v. Marshall (1918), 119 N. E. 619.

Kansas.— Lynds v. Van Valkenburgh (1908), 77 Kans. 24, 93 Pac. 615; McMillan v. Gardner (1912), 88 Kans. 279.

Kentucky.— Johnson v. McMillan (1918), 199 S. W. 1070; Sparr v. Fulton Nat. Bk. (1918), 301 S. W. 310.

Louisiana.— Dicks v. Johnson (1913), 63 So. 700; Franz v. Schiro (1915), 67 So. 925.

Maryland.— Burke v. Smith (1909), 111 Md. 624, 75 Atl. 114; Shaffer v. Bond (1917), 99 Atl. 972; Herrman v. Combs (1912), 85 Atl. 1044; Morgan v. Cleaver (1917), 101 Atl. 610, 130 Md. 617.

Massachusetts. — Lombard v. Bryne (1907), 194 Mass. 236, 80 N. E. 489; Centennial Electric Co. v. Morse (1917), 116 N. E. 901.

Michigan.— Green v. Ostrander (1910), 125 N. W. 735; East Side Tr. & Sav. Bk. v. McGinnis (1917), 163 N. W. 949.

Mississippi.— Moore Dry Goods Co. v. Ainsworth (1916), 70 So. 885.

Missouri. — Jobes v. Wilson (1910), 124 S. W. 548; Nat. Bk. of Commerce in St. Louis v. Morris (1911), 156 Mo. App. 43, 135 S. W. 1008; Rhodes v. Guhman (1911), 156 Mo. App. 344; Link v. Jackson (1911), 158 Mo. App. 63, 139 S. W. 588; Newburg St. Bk. v. Heflin (1915), 175 S. W. 297; Citizens Nat. Bk. v. Bombauer (1916), 189 S. W. 651; Hadley v. Greenville (1916), 187 S. W. 597; Glasse v. King (1917), 195 S. W. 521.

Nebraska.— Douglas v. Burton (1915), 154 N. W. 718.

New Jersey.— McCormack v. Williams (1915), 95 Atl. 978; Bank of Roselle v. Dorvall (1916), 98 Atl. 476.

New York.— Batterman v. Butcher (1904), 95 A. D. 213, 88 N. Y. Supp. 685; Rogers v. Morton (1905), 46 Misc. 494, 95 N. Y. Supp. 49; Rice v. Eisler (1907), 119 A. D. 132; Joveshoff v. Rockney (1908), 109 N. Y. Supp. 818, 58 Misc. 559; Valley Dew Distilling Co. v. Ritzmann (1908), 110 N. Y. Supp. 917; Wallabout Bk. v. Peyton (1908), 123 A. D. 727, 108 N. Y. Supp. 42; Ferguson v. Netter (1910), 141 A. D. 274; Ginsberg v. Shurman (1911), 128 N. Y. Supp. 653; Newgass v. Shulhof (1911), 128 N. Y. Supp. 664; Ryan v. Sullivan (1911), 143 A. D. 471; Mechan. & Metals Nat. Bk. v. Termini (1915), 156 N. Y. Supp. 433; Steinberger v. Hittelman (1915), 156 N. Y. Supp. 320; Miller v. Campbell (1916), 160 N. Y. Supp. 834; Holbert v. Weber (1917), 161 N. W. 560; Malone v. Hirsh (1917), 167 N. Y. Supp. 723; In re Wiles (1918), 168 N. Y. Supp. 940; National City Bk. v. Mason (1917), 165 N. W. 103.

North Carolina.— Hardy v. Mitchell (1911), 156 N. Car. 76, 72 S.

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E. 95, 161 N. Car. 351 (1913); Piner v. Brittain (1914), 81 S. E. 462.

North Dakota.— Walters v. Rock (1908), 18 N. Dak. 45, 115 N. W. 511; First State Bank of Eckman v. Kelly (1915), 152 N. W. 125.

Ohio.— Ginn v. Dolan (1909), 81 Ohio St. 121, 90 N. E. 141.

Oklahoma.— Campbell v. Newton & Driskoll (1915), 152 Pac. 841; Zebold v. Hurst (1917), 166 Pac. 99; Hannon v. Fink (1917), 167 Pac. 1152; Bank of Commerce of Sulphur v. Webster (1918), 172 Pac. 943.

Pennsylvania.— Marr's Nat. Bk. v. Hughes (1917), 100 Atl. 542.

Utah.— Smith v. Brown (1917), 165 Pac. 468.

Vermont.— Parry & Jones v. Empire Granite & Quarry Co. (1916), 97 Atl. 985.

Washington.— Press v. Vollintine (1909), 53 Wash. 137, 101 Pac. 706; Reardon v. Cockrell (1909), 54 Wash. 400, 103 Pac. 457; Citizens Bk. & Tr. Co. v. Limpright (1916), 160 Pac. 1046; Hamilton v. Mihills (1916), 159 Pac. 887; Hamilton v. Ramager (1916), 155 Pac. 151; City Nat. Bk. v. Shelton Elec. Co. (1917), 164 Pac. 993; Hoffman v. M. Gottstein Inv. Co. (1918), 172 Pac. 573.

West Virginia.— Interstate Finance Co. v. Schroder (1914), 81 S. E. 552.

Wisconsin.—Marling v. Fitzgerald (1909), 138 Wis. 93.

United States.— Mowles v. Lorrimer (1914), 212 Fed. 155 (C. C. A., 3d Ct.); Taylor v. First Nat. Bk. of Aurora (1914), 212 Fed. 898 (C. C. A., 6th Ct.); Yates Center Nat. Bk. v. Schaede (1917), 240 Fed. 240; Cutler v. Fry (1917), 240 Fed. 238.

Section 29. An accommodation party is one who has signed the instrument as maker, drawer, acceptor, or indorser, without receiving value therefor, and for the purpose of lending his name to some other person. Such a person is liable on the instrument to a holder for value, notwithstanding such holder at the time of taking the instrument knew him to be only an accommodation party.

Alabama.— Tatum v. Commercial Bank & Trust Co. (1914), 64 So. 561.

Arizona.— Cowan v. Ramsay (1914), 140 Pac. 501.

Arkansas.— Fisher v. Rice Grower's Bank (1916), 184 S. W. 36.

California.— Backer v. Grunnett (1919), 178 Pac. 312.

Connecticut.— Mersick v. Alderman (1905), 77 Conn. 634, 60 Atl. 109; Knapp Co. v. Tidewater Coal Co. (1912), 85 Conn. 147, 81 Atl. 1063.

Delaware.— Security Tr. & Safe Dep. Co. v. Duross (1913), 86 Atl. 209.

Florida.— Bass v. Geiger (1916), 73 So. 796.

Illinois.—Graves v. Neeves (1913), 183 Ill. App. 235; Biossat v. Louis (1913), 184 Ill. App. 436; Burr v. Beckler (1914), 106 N. E. 206, 264 Ill. 230.

Iowa.— Banker's Iowa State Bk.

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v. Mason Hand Leather Co. (1902), 90 N. W. 612; Farmers Loan & Tr. Co. v. Brown (1917), 165 N. W. 70.

Kansas.— Lill v. Gleason (1914), 142 Pac. 287; German-American State Bank v. Watson (1917), 163 Pac. 637, 99 Kans. 686; First Nat. Bk. v. Stroup (1919), 177 Pac. 836.

Kentucky.— Owensboro Sav. Bk. & Tr. Co.'s Receiver v. Haynes (1911), 136 S. W. 1004.

Louisiana.— N. & C. Newman, Limited v. Pellerin (1910), 125 La. 67, 51 So. 70; Commercial Nat. Bk. v. Sanders (1916), 71 So. 891; First State Bank v. Davis (1916), 72 So. 185; Schaffter v. Irwin (1916), 71 So. 241.

Maine.—Kerr v. Dyer (1917), 102 Atl. 178.

Maryland.— Weant v. Southern Tr. & Dep. Co. (1910), 112 Md. 463, 77 Atl. 289; Jamesson v. Citizen's Nat. Bk. (1917), 99 Atl. 994, 130 Md. 75; Bergen v. Tremble (1917), 101 Atl. 137.

Massachusetts.— Rowe v. Bowman (1903), 183 Mass. 488, 67 N. E. 636; East Bridgewater Sav. Bk. v. Bates (1906), 191 Mass. 110; Lowell v. Bickford (1909), 201 Mass. 543, 88 N. E. 1; Nesson v. Miller (1910), 205 Mass. 515; Neal v. Scherber (1911), 207 Mass. 323, 39 N. E. 628; Union Tr. Co. v. McGinty (1912), 212 Mass. 205, 98 N. E. 679; Neal v. Wilson (1913), 213 Mass. 336, 100 N. E. 544; Conners v. Sullivan (1915), 108 N. E. 503; Miller v. Levitt (1917), 115 N. E. 431.

Michigan.— Ensign v. Dunn (1914), 148 N. W. 343; East Side Tr. & Sav. Bk. v. McGinnis (1917), 163 N. W. 949.

Minnesota.— Bank of Montreal v. Bucher (1916), 157 N. W. 1070.

Missouri.— First Nat. Bk. of Jefferson City v. Asel (1910), 154 Mo. App. 228; Lehnhard v. Sedway (1911), 160 Mo. App. 83, 141 S. W. 430; Citizen's Bk. of Senath v. Douglass (1913), 161 S. W. 601; Golden City Banking Co. v. Morrow (1914), 179 S. W. 448; Cox v. Hagy (1916), 184 S. W. 495; Eaves v. Keeton (1917), 193 S. W. 639; Bk. of Dexter v. Simmons (1918), 204 S. W. 837; Kage v. Oates (1919), 208 S. W. 126; Bank of Melyville v. Lee (1919), 208 S. W. 143.

Montana.— First Nat. Bank of Hilger v. Lang (1918), 174 Pac. 597.

Nebraska.— Citizens Bk. v. Frederickson (1909), 83 Neb. 755; State Bank of Omaha v. Huffman (1916), 160 N. W. 115.

New Jersey.— Gerli v. Nat. Mill Supply Co. (1909), 78 N. J. L. 1, 73 Atl. 252; Morris Co. Brick Co. v. Austin (1910), 75 Atl. 550; Clark v. Barthold (1915), 93 Atl. 699.

New York.— Pryor v. Storke (1899), 37 A. D. 364; Citizens Nat. Bk. v. Lilienthal (1899), 40 A. D. 609; Howard v. Van Gieson (1900), 56 A. D. 217; Fleitman v. Ashley (1901), 60 A. D. 201; Strickland v. Henry (1901), 66 A. D. 23, 73 N. Y. Supp. 121; Nat. Citizens Bk. v. Toplitz (1903), 81 A. D. 593, 81 N. Y. Supp. 422; Roseman v. Mahoney (1903), 86 A. D. 377, 83 N. Y. Supp. 749; Packard v. Windholz (1903), 40 Misc. 347, affirmed 88 A. D. 365 (1902); Simpson v. Hefter (1904), 42 Misc. 482, 87 N. Y. Supp. 243; Batterman v. Butcher (1904), 95 A. D. 213, 88 N. Y. Supp. 685; Oppenheim v. Reigal Cigar Co. (1904), 90 N. Y. 355;

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Met. Pr. Co. v. Springer (1904), 90 N. Y. Supp. 376; Hover v. Magley (1905), 48 Misc. 430, 96 N. Y. Supp. 925; Westheimer v. Helmbold (1905), 109 A. D. 854; Schlesinger v. Kelly (1906), 114 A. D. 546, 99 N. Y. Supp. 1083; Nat. Bk. of Newport v. Snyder Mfg. Co. (1907), 117 A. D. 370, 102 N. Y. Supp. 478; Smith v. State Bank (1907), 54 Misc. 550, 104 N. Y. Supp. 750; English v. Schlesinger (1907), 55 Misc. 584, 105 N. Y. Supp. 989; The Gansevort Bk. of N. Y. v. Gilday (1907), 110 N. Y. Supp. 271, 53 Misc. 107; Haddock, Blanchard & Co. v. Haddock (1908), 192 N. Y. Supp. 499, 82 N. E. 682, 103 N. Y. Supp. 584; Witteman v. Glass (1909), 117 N. Y. Supp. 940; Uvalde Asphalt Paving Co. v. Nat. Trading Co. (1909), 135 A. D. 391, 120 N. Y. Supp. 11; Easton Furniture Mfg. Co. v. Caminez (1911), 131 N. Y. Supp. 157; Blanchard v. Blanchard (1911), 201 N. Y. 134, 94 N. E. 630, 133 A. D. 937, affirming s. c., 133 A. D. 937 (1909), without opinion; Easton Mfg. Co. v. Caminez (1911), 146 A. D. 436; Martin L. Hall v. Todd (1912), 139 N. Y. Supp. 111; Building & Engineering Co. v. Northern Bk. of N. Y. (1912), 206 N. Y. 400; Spencer & Co. v. Brown (1913), 143 N. Y. Supp. 994; Neponset Nat. Bk. v. Dunbar (1913), 143 N. Y. Supp. 174, 158 A. D. 5; Cleary v. Dykeman (1914), 146 N. Y. Supp. 611; Abbott v. LeProvost (1915), 151 N. Y. Supp. 616; Grannis v. Stevens (1916), 111 N. E. 263, 216 N. Y. Supp. 583; Brayer v. Edel (1917), 163 N. Y. Supp. 989; Kennedy v. Heyman (1918), 170 N. Y. Supp. 828.

New Mexico.— First Sav. Bk. & Tr. Co. v. Flowinoy (1918), 171 Pac. 793.

North Carolina.—Brown Carriage Co. v. Dowd (1911), 71 S. E. 721.

North Dakota.— First St. Bk. of Eckman v. Kelly (1915), 152 N. W. 125; First Nat. Bk. of McClukly v. Meyer (1915), 152 N. W. 567.

Ohio.— Richards v. Market Ex. Bk. (1910), 81 Ohio St. 348, 55 Ohio Law Bull. 20.

Oklahoma.— Bank of Carrollton, Miss. v. Latting (1913), 130 Pac. 144; Fue v. Peoples Bank & Trust Co. (1916), 156 Pac. 683; Oklahoma Bank v. Seaton (1918), 170 Pac. 477.

Oregon.—White v. Savage (1906), 48 Oreg. 604, 87 Pac. 1040; Cellers v. Meachem (1907), 49 Oreg. 186, 104 L. R. A. (N. S.) 133; Lumbermen's Nat. Bk. of Portland v. Campbell (1912), 61 Oreg. 123, 121 Pac. 427; Hunter v. Harris (1912), 63 Oreg. 505, 127 Pac. 786; Noble v. Beeman - Spaulding - Woodwar Co. (1913), 131 Pac. 1006; Farmers' State Bk. of North Powder v. Forstroni (1918), 173 Pac. 935.

Pennsylvania.— Chambers v. McLean (1903), 24 Pa. Super. Ct. 567; Diffenbacher's Estate (1906), 31 Pa. Super. Ct. 35; Federal Nat. Bk. v. Cross Creek Co. (1908), 220 Pa. St. 39, 68 Atl. 1018; Ott v. Seward (1908), 221 Pa. 630; Wolfgang v. Shirley (1913), 86 Atl. 1011; Manlini v. Serrano (1914), 28 Phil. Rep. 640; Ross v. Eyre (1918), 103 Atl. 894; Edward E. Buhler Co. v. Childester (1919), 105 Atl. 52.

Rhode Island.— Wilbour v. Hawkins (1915), 94 Atl. 856; Lee v. Benjamin (1918), 102 Atl. 713.

Tennessee.—Farmers & Merchants Bk. v. Bk. of Rutherford (1905),

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115 Tenn. 64, 88 S. W. 939; Nolan v. H. E. Wilcox Motor Co. (1917), 195 S. W. 581; Noelan v. Wilcox Motor Co. (1917), 195 S. W. 581.

Texas.— Houston Trans. Co. v. Paine (1917), 193 S. W. 188.

Utah.— Wostenholme v. Smith (1908), 34 Utah, 300, 97 Pac. 329.

Washington.— Bradley Engineering & Mfg. Co. v. Heyburn (1910), 56 Wash. 628, 106 Pac. 170; Gleeson v. Lichty (1911), 62 Wash. 656, 114 Pac. 518; Handsaker v. Pederson (1912), 71 Wash. 218; Metzger v. Sigall (1914), 145 Pac. 72; Northern Bank & Trust Co. v. Graves (1914), 140 Pac. 328; Pease v. Syler (1914), 138 Pac. 310; Skagit State Bk. v. Moody (1916), 150 Pac. 425.

West Virginia.—First Nat. Bk. of Hinton v. Plumley (1915), 87 S. E. 94.

Wisconsin.— Bk. of Monticello v. Dooly (1902), 113 Wis. 590; Pelton v. Spider Lake S. & L. Co. (1903), 117 Wis. 569; Welch v. Kukuk (1906), 128 Wis. 419, 107 N. W. 301; Marling v. Jones (1909), 138 Wis. 82, 119 N. W. 931; German Nat. Bk. v. Barber (1914), 149 N. W. 767; Comstock v. Buckley (1910), 141 Wis. 227, 124 N. W. 414; Schoenwetter v. Schoenwetter (1916), 159 N. W. 737.

United States.— Willard v. Crook (1903), 21 App. D. C. 237; Reyburn v. Queen City Sav. Bk. & Tr. Co. (1909), 171 Fed. 609, 96 C. C. A. 373; In re McCord (1909), 174 Fed. 72; Trust Co. of St. Louis Co. v. Markee (1910), 179 Fed. 764 (Pa.); Bluthenthal & Bickart v. Carson (1911), 37 A. C. (D. C.) 118; La Normandie Hotel Co. v. Security Tr. Co. (1912), 38 A. C. (D. C.) 187; Howell v. Commercial Nat. Bk. (1913), 40 A. C. (D. C.) 370; Wilson v. Knowles (1914), 213 Fed. 782 (C. C. A., 2d Ct.); Leonard v. State Exch. Bk. of Elk City (1916), 236 Fed. 316.

ARTICLE III.

NEGOTIATION.

Section 30. An instrument is negotiated when it is transferred from one person to another in such a manner as to constitute the transferee the holder thereof. If payable to bearer it is negotiated by delivery; if payable to order it is negotiated by the indorsement of the holder completed by delivery.

Alabama.— Stone v. Goldberg & Lewis (1912), 6 Ala. App. 249, 60 So. 744; Ger-Am. Nat. Bk. v. Lewis (1913), 9 Ala. App. 352; Goldberg & Lewis v. Stone (1914), 65 So. 454; Davis v. First Nat. Bk. of Blakely (1915), 68 So. 261; Sherrill v. Merch. & Mech. Tr. & Sav. Bk. (1916), 70 So. 723; Jones v. Bell (1917), 77 So. 918.

Arkansas.— Tancred v. First Nat. Bk. (1916), 187 S. W. 160.

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Florida.— Camp Lumber Co. v. State Sav. Bk. (1910), 59 Fla. 455, 51 S. E. 543; Williams v. Peninsula Grocery Co. (1917), 75 So. 517.

Illinois.— First Nat. Bk. of Chadwick v. Mackey (1910), 157 Ill. App. 408; Burr v. Beckler (1914), 106 N. E. 206, 264 Ill. 230; Trego v. Cunningham Est. (1915), 108 N. E. 350, 267 Ill. 367.

Iowa.— Irwin v. Deming (1909), 142 Iowa, 299, 120 N. W. 645; Roy v. Duff (1915), 152 N. W. 606; Young v. Hayes (1917), 165 N. W. 391.

Kentucky.— Foster's Admr. v. Metcalf (1911), 138 S. W. 314.

Massachusetts.— Johnson-Kettell Co. v. Longley Luncheon Co. (1910), 207 Mass. 52.

Missouri.— Sublette v. Brewington (1909), 139 Mo. App. 410, 122 S. W. 1150; Scotland Co. Nat. Bk. v. Hohn (1910), 146 Mo. App. 699, 125 S. W. 539; Cantrell v. Davidson (1914), 168 S. W. 271; Chandler v. Hedrick (1915), 173 S. W. 93; Miners & Merch. Bank v. St. Louis Smelting & Refining Co. (1915), 178 S. W. 211; Am. Union Tr. Co. v. Never Break Range Co. (1917), 190 S. W. 1045; Davis v. McColl (1916), 184 S. W. 920.

Montana.— Case Medicine Co. v. Simpson (1918), 170 Pac. 12.

Nebraska.— Nat. Bk. of Commerce v. Farmers & Merchants Bk. (1910), 87 Neb. 841; Aurora State Bk. v. Hayes-Eames Elevator Co. (1911), 88 Neb. 187.

New Mexico.—Hill v. Hart (1917), 167 Pac. 710.

New York.— Schlesinger v. Kurzvok (1905), 94 N. Y. Supp. 442, 47 Misc. 634; Rogers v. Morton (1905), 46 Misc. 494, 95 N. Y. Supp. 49; Seaboard Nat. Bk. v. Bk. of America (1908), 193 N. Y. 26, 85 N. E. 829; Manufacturer's Commercial Co. v. Blitz (1909), 131 A. D. 17, 115 N. Y. Supp. 402; Smith v. Dixon (1912), 150 A. D. 571; Barkley v. Muller (1914), 149 N. Y. Supp. 620, 164 A. D. 351; Sabine v. Paine (1915), 151 N. Y. Supp. 735; Wolfin v. Security Bk. of N. Y. (1915), 156 N. Y. Supp. 474; Dalrymple v. Schwartz (1917), 164 N. Y. Supp. 496.

North Carolina.— Steinhilper v. Basinght (1910), 153 N. Car. 293, 69 S. E. 222; Meyers v. Petty (1910), 153 N. Car. 462; Woods v. Finley (1910), 153 N. Car. 497, 69 S. E. 502; Elgin City Banking Co. v. McEacheon (1913), 79 S. E. 680.

North Dakota.—Nat. Bk. of Commerce v. Pick (1904), 13 N. Dak. 74, 99 N. W. 63; Viets v. Silver (1905), 15 N. Dak. 51, 106 N. W. 35.

Ohio.—Thompson v. Citizens Nat. Bk. of Adams, N. Y. (1909), 32 O. C. 131.

Pennsylvania.—Flanders v. Snare (1908), 37 Pa. Super. Ct. 28; Dominion Trust Co. v. Hildner (1914), 90 Atl. 69; Lincoln Nat. Bk. of Pittsburg v. Miller (1917), 100 Atl. 269, 255 Pac. 467; Johnston v. Knipe (1918), 103 Atl. 957.

South Dakota.— Piper v. Hagen (1914), 146 N. W. 692.

Wyoming.— Capitol Hill St. Bk. v. Rawlins Nat. Bk. (1916), 160 Pac. 1171.

United States.— McKee v. District Nat. Bk. (1912), 38 A. C. (D. C.) 465.

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Section 31. The indorsement must be written on the instrument itself or upon a paper attached thereto. The signature of the indorser, without additional words, is a sufficient indorsement.

Alabama.— Clark v. Thompson (1915), 69 So. 925.

Colorado.— Marks v. Munson (1915), 149 Pac. 440.

Kansas.—Offenstein v. Weygandt (1913), 89 Kans. 739, 132 Pac. 991; Farmsworth v. Burdick (1915), 147 Pac. 863.

Massachusetts. — Mayberry v. Sprague (1908), 199 Mass. 301.

Missouri.— Am. Union Tr. Co. v. Never Break Range Co. (1916), 190 S. W. 1045.

New York.—Manufacturer's Commercial Co. v. Blitz (1909), 131 A. D. 17, 115 N. Y. Supp. 402; People v. Fowler (1914), 152 N. Y. Supp. 672.

North Carolina.— Comercial Security Co. v. Main St. Pharmacy (1917), 94 S. E. 208.

Ohio.—Thompson v. Citizens Nat. Bk. of Adams, N. Y. (1909), 32 O. C. 131.

Oklahoma.— Howard v. Kincaid (1916), 156 Pac. 628; Mangold & Glandt Bank v. Utterback (1916), 160 Pac. 713; Met. Discount Co. v. Davis (1918), 170 Pac. 707.

Oregon.— First Nat. Bk. of Pomeroy v. McCullough (1908), 50 Oreg. 508, 93 Pac. 366.

Pennsylvania.—Flanders v. Snare (1908), 37 Pa. Super. Ct. 28.

Virginia. — Colona v. Parksley Nat. Bk. (1917), 92 S. E. 979.

United States.— Wolf v. Am. Tr. & Sav. Bk. (1914), 214 Fed. 761 (C. C. A., 7th Ct.).

Section 32. The indorsement must be an indorsement of the entire instrument. An indorsement which purports to transfer to the indorsee a part only of the amount payable, or which purports to transfer the instrument to two or more indorsees severally, does not operate as a negotiation of the instrument. But where the instrument has been paid in part, it may be indorsed as to the residue.

Kansas.—Offenstein v. Waygandt (1913), 89 Kans. 739, 132 Pac. 991.

New York.— Barkley v. Muller (1914), 149 N. Y. Supp. 620, 164 A. D. 351.

Tennessee.— Ahrens & Ott Co. v. Moore & Sons (1915), 174 S. W. 270.

Section 33. An indorsement may be either special or in blank; and it may also be either restrictive or qualified, or conditional.

Kentucky.— Goolrick v. Wallace (1913), 157 S. W. 920.

Missouri.— Miller v. People's Sav. Bk. (1916), 186 S. W. 547.

New York.—Standard Steam Spec. Co. v. Corn Exch. Bk. (1917), 116 N. E. 386, 220 N. Y. 478.

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Section 34. A special indorsement specifies the person to whom, or to whose order, the instrument is to be payable; and the indorsement of such indorsee is necessary to the further negotiation of the instrument. An indorsement in blank specifies no indorsee, and an instrument so indorsed is payable to bearer, and may be negotiated by delivery.

Colorado.— Wedge Mines Co. v. Denver Nat. Bk. (1903), 19 Colo. App. 182, 73 Pac. 873.

Missouri.— Simpson v. Van Laningham (1916), 183 S. W. 324; Priest v. Garnet (1917), 191 S. W. 1048.

New Jersey.— Mackintosh v. Gibbs (1909), 79 N. J. L. 40, 74 Atl. 708.

New York.— Seaboard Nat. Bk. v. Bk. of America (1908), 193 N. Y. 26, 85 N. E. 829; Standard Steam Spec. Co. v. Corn Exch. Bk. (1917), 116 N. E. 386, 220 N. Y. 478.

Oregon.— State v. Hinton (1910), 56 Oreg. 428, 109 Pac. 24.

Pennsylvania.— Lincoln Nat. Bk. of Fittsburg v. Miller (1917), 100 Atl. 269, 255 Pac. 467.

Tennessee.— Elgin City Bldg. Co. v. Hall (1907), 119 Tenn. 548, 108 S. W. 1068; First Nat. Bk. of Garner v. Smith (1916), 183 S. W. 862; Kanaman v. Gahagan (1916), 185 S. W. 619.

Vermont.— Hale v. Windsor Sav. Bk. (1917), 98 Atl. 993.

United States.— Jerman v. Edwards (1907), 29 A. C. (D. C.) 535; Howell v. Commercial Nat. Bk. (1913), 40 A. C. (D. C.) 370.

Section 35. The holder may convert a blank indorsement into a special indorsement by writing over the signature of the indorser in blank any contract consistent with the character of the indorsement.

Alabama.— Bank of Tallassee v. Jordan (1917), 75 So. 930.

California.— Santa Marina Co. v. Cadanian Bk. of Commerce (1919), 254 Fed. 391; In re Jarmulowsky (1918), 249 Fed. 319.

Oklahoma.— Keisel v. Baldock (1915), 154 Pac. 1194.

United States.— Jerman v. Edwards (1907), 29 A. C. (D. C.) 535.

Section 36. An indorsement is restrictive, which either:

(1) Prohibits the further negotiation of the instrument; or

(2) Constitutes the indorsee the agent of the indorser; or

(3) Vests the title in the indorsee in trust for or to the use of some other person.

But the mere absence of words implying power to negotiate does not make an indorsement restrictive.

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Alabama.— Haas v. Commerce Trust Co. (1915), 69 So. 894.

Arkansas.— Werner Piano Co. v. Henderson & Reese (1915), 180 S. W. 495.

Connecticut.— Lippitt v. Thames Loan & Trust Co. (1914), 90 A. 369.

Missouri.— Citizens Trust Co. v. Ward (1916), 190 S. W. 364.

Nebraska.— Antelope Co. Bk. v. Wright (1912), 90 Neb. 621, 134 N. W. 1123; Nat. Bk. of Commerce v. Bossemeyer (1917), 162 N. W. 503.

New York.— Standard Steam Spec. Co. v. Corn Exch. Bk. (1917), 116 S. E. 386, 220 N. Y. 478.

North Carolina.— Murchison Nat. Bk. v. Dunn Oil Mills Co. (1909), 150 N. Car. 718, 64 S. E. 885.

North Dakota.— Smith v. Show (1907), 16 N. Dak. 306, 112 N. W. 1062.

Section 37. A restrictive indorsement confers upon the indorsee the right:

(1) To receive payment of the instrument;

(2) To bring any action thereon that the indorser could bring;

(3) To transfer his rights as such indorsee, where the form of the indorsement authorizes him to do so.

But all subsequent indorsees acquire only the title of the first indorsee under the restrictive indorsement.

Nebraska.— Antelope Co. Bk. v. Wright (1912), 90 Neb. 621, 134 N. W. 1123.

New York.— Baruch v. Buckley (1915), 151 N. Y. Supp. 853.

North Carolina.— Murchison Nat. Bk. v. Dunn Oil Mills Co. (1909), 150 N. Car. 718, 64 S. E. 885.

Oregon.— Smith v. Bayer (1905), 58 Oreg. 578, 79 Pac. 497, 114 Am. St. 858.

Washington.— Metzger v. Sigall (1914), 145 Pac. 72.

United States.— Jerman v. Edwards (1907), 29 A. C. (D. C.) 535; McKee v. District Nat. Bk. (1912), 38 A. C. (D. C.) 465.

Section 38. A qualified indorsement constitutes the indorser a mere assignor of the title to the instrument. It may be made by adding to the indorser's signature the words "without recourse" or any words of similar import. Such an indorsement does not impair the negotiable character of the instrument.

Alabama.— People's Bank of Mobile v. Moore (1918), 78 So. 789.

Arkansas.— Morehead v. Harris (1916), 182 S. W. 521.

California. — Hammond Lumber Co. v. Kearsley (1918), 172 Pac. 404.

Indiana.— Colvert v. Harrington (1916), 112 N. E. 249.

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Iowa.— Higby v. Bahrenfuss (1917), 163 N. W. 247.

Kentucky.— Goolrick v. Wallace (1913), 157 S. W. 920.

Louisiana.— Puckett v. Fox Grocer Co. (1910), 127 La. 151, 53 So. 475.

Massachusetts.— Aronson v. Nurenburg (1914), 105 N. E. 1056.

Michigan.— Gale v. Mayhew (1910), 161 Mich. 96, 125 N. W. 781; Schmidt v. Pegg (1912), 172 Mich. 159, 137 N. W. 524.

Minnesota.— Slimmer v. St. Bk. of Halstad (1916), 159 N. W. 795.

North Carolina.— Evans v. Freeman (1906), 142 N. Car. 61, 54 S. E. 847; Bk. of Sampson v. Hatcher (1909), 151 N. Car. 359, 63 S. E. 308; Merchants Nat. Bk. of Indianapolis v. Branson (1914), 81 S. E. 410.

Oklahoma.— Copeland v. Burke (1916), 158 Pac. 1162; Howard v. Kincaid (1916), 156 Pac. 628.

Oregon.— Paye v. Ford (1913), 131 Pac. 1013.

Tennessee.— Elgin City Bldg. Co. v. Hall (1907), 119 Tenn. 548, 108 S. W. 1068.

Utah.— Leavitt v. Thurston (1911), 38 Utah, 351, 113 Pac. 77.

West Virginia.— Dollar Sav. & Tr. Co. v. Crawford (1911), 70 S. E. 1089; Marion Nat. Bk. v. Harden (1918), 97 S. E. 600.

Wisconsin.—Thorpe v. Mindeman (1904), 123 Wis. 149, 101 N. W. 417, 107 Am. St. 1003, 68 L. R. A. 146.

Section 39. Where an indorsement is conditional, a party required to pay the instrument may disregard the condition, and make payment to the indorsee or his transferee, whether the condition has been fulfilled or not. But any person to whom an instrument so indorsed is negotiated, will hold the same, or the proceeds thereof, subject to the rights of the person indorsing conditionally.

Alabama.— Bank of Tallassee v. Jordan (1917), 75 So. 930.

Florida.— Williams v. Peninsula Grocery Co. (1917), 75 So. 517.

Missouri.— Gumby v. Hayden (1914), 168 S. W. 899.

New Mexico.— First Nat. Bk. of Albuquerque v. Stover (1916), 155 Pac. 905.

New York.— Pinto v. Pulidora (1917), 162 N. Y. Supp. 736.

North Dakota.— Smith v. Bradley (1907), 16 N. Dak. 306, 112 N. W. 1062.

South Dakota.— Holbart v. Lauritson (1914), 148 N. W. 19.

Tennessee.—Cohn v. Lunn (1916), 182 S. W. 584.

Utah.— Farmers & Stock Growers' Bank v. Palivant Valley Land Co. (1917), 165 Pac. 462.

Section 40. Where an instrument, payable to bearer, is indorsed specially, it may nevertheless be further negotiated by delivery;

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but the person indorsing specially is liable as indorser to only such holders as make title through his indorsement.

United States.— Mechanics - Am. Nat. Bk. v. Coleman (1913), 204 Fed. 24.

Section 41. Where an instrument is payable to the order of two or more payees or indorsees who are not partners, all must indorse unless the one indorsing has authority to indorse for the others.

Iowa.— The Union Bk. of Bridgewater v. Spies (1911), 151 Iowa, 178.

Kansas.— Voris v. Schoonover (1914), 138 Pac. 607.

Michigan.— Kaufman v. State Sav. Bk. (1908), 151 Mich. 65, 114 N. W. 863, 18 L. R. A. (N. S.) 630, 120 Am. St. 259; Worden Grocer Co. v. Blanding (1910), 126 N. W. 212.

Missouri.—Market & Fulton Nat. Bk. v. Ettenson's Estate (1913), 158 S. W. 448.

New York.—First Nat. Bk. of the City of Brooklyn v. Gridley (1906), 112 A. D. 398, 98 N. Y. Supp. 445; Martz v. State Nat. Bk. of N. Tonawanda (1911), 131 N. Y. Supp. 1045, 147 A. D. 250.

Pennsylvania.— Neyens v. Port (1911), 46 Pa. Super. Ct. 428.

Rhode Island.—Oakedale Mfg. Co. v. Clarke (1908), 29 R. I. 192, 69 Atl. 681.

Section 42. Where an instrument is drawn or indorsed to a person as "Cashier" or other fiscal officer of a bank or corporation, it is deemed *prima facie* to be payable to the bank or corporation of which he is such officer; and may be negotiated by either the indorsement of the bank or corporation, or the indorsement of the officer.

Illinois.— McClenathan v. Davis (1909), 243 Ill. 87, 90 N. E. 265.

Iowa.— Griffin v. Erskine (1906), 131 Iowa, 444, 109 N. W. 13; Watts v. Savings Bank (1917), 165 N. W. 897.

Kentucky.— Eades v. Muhlenberg Co. Sav. Bk. (1914), 163 S. W. 494.

Missouri.— Gage v. Bank of Holcomb (1917), 196 S. W. 1077.

Oregon.— First Nat. Bk. of Pomeroy v. McCullough (1908), 50 Oreg. 508, 93 Pac. 366.

Pennsylvania.— Neyens v. Port (1911), 46 Pa. Super. Ct. 428.

Washington.— Hanson v. Northern Bk. & Tr. Co. (1917), 167 Pac. 97.

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Section 43. Where the name of a payee or indorsee is wrongly designated or misspelled, he may indorse the instrument as therein described, adding, if he think fit, his proper signature.

Arkansas.— Soekland v. Storch (1916), 185 S. W. 262.

Section 44. Where any person is under obligation to indorse in a representative capacity, he may indorse in such terms as to negative personal liability.

New York.— Chelsea Bk. v. First Un. Presby. Church (1915), 152 N. Y. Supp. 201.

Section 45. Except where an indorsement bears date after the maturity of the instrument, every negotiation is deemed *prima facie* to have been effected before the instrument was overdue.

Alabama.— Bledsoe v. City Nat. Bk. of Selma (1912), 7 Ala. App. 195, 60 So. 942.

New York.— German-Am. Bk. v. Cunningham (1904), 97 App. Div. 244, 89 N. Y. Supp. 836; Colborn v. Arbrean (1907), 54 Misc. 623, 104 N. Y. Supp. 968; Lanning v. Trust Co. of Am. (1910), 122 N. Y. Supp. 485.

Ohio.—Wehrman v. Beech (1906), 28 O. C. 128.

Oklahoma.— Met. Dis. Co. v. Davis (1918), 170 Pac. 707.

Wyoming.— Holdsworth v. Blyth & Fargo (1915), 146 Pac. 603.

United States.— Catholic University v. Waggaman (1909), 32 App. D. C. 307.

Section 46. Except where the contrary appears, every indorsement is presumed *prima facie* to have been made at the place where the instrument is dated.

New York.— Chemical Nat. Bk. v. Kellogg (1905), 183 N. Y. 92, 75 N. E. 1103.

Section 47. An instrument negotiable in its origin continues to be negotiable until it has been restrictively indorsed or discharged by payment or otherwise.

Connecticut.— Cent. Nat. Bk. v. Stoddard (1910), 83 Conn. 330, 76 Atl. 472; Lippitt v. Thames Loan & Trust Co. (1914), 90 Atl. 369; Church v. Sweetland (1917), 243 Fed. 289; Emerson v. Fisher (1917), 246 Fed. 642.

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Missouri.—Lane v. Hyder (1913), 163 Mo. App. 688, 147 S. W. 514.

New Jersey.— Gibbs v. Allen (1915), 94 Atl. 61.

New York.— McBee Co. v. Shoemaker (1916), 160 N. Y. Supp. 251; Crusins v. Siegman (1913), 142 N. Y. Supp. 348; McMill v. Shellito (1919), 173 N. Y. Supp. 810.

Oklahoma.— Union Nat. Bank of Massillon, Ohio v. Mayfield (1918), 174 Pac. 1034.

Rhode Island.—Oaksdale Mfg. Co. v. Clarke (1908), 29 R. I. 192, 69 Atl. 681.

Section 48. The holder may at any time strike out any indorsement which is not necessary to his title. The indorser whose indorsement is struck out, and all indorsers subsequent to him, are thereby relieved from liability on the instrument.

Connecticut.— New Haven Mfg. Co. v. New Haven Pulp Co. (1903), 76 Conn. 126, 55 Atl. 604.

Kansas.—King v. Bellamy (1910), 82 Kans. 310.

Michigan.—Ensign v. Fogg (1913), 143 N. W. 82.

Missouri. — Elliott v. Qualls (1910), 130 S. W. 474; Nance v. Hayward (1914), 170 S. W. 429; Carter v. Butler (1915), 174 S. W. 399.

New Jersey.— Pohlemus v. Prudential Realty Co. (1907), 74 N. J. L. 570, 67 Atl. 303; Mackintosh v. Gibbs (1909), 79 N. J. L. 40, 74 Atl. 708.

United States.— Jerman v. Edwards (1907), 29 A. C. (D. C.) 535; Howell v. Commercial Nat. Bk. (1913), 40 A. C. (D. C.) 370.

Section 49. Where the holder of an instrument payable to his order transfers it for value without indorsing it, the transfer vests in the transferee such title as the transferor had therein, and the transferee acquires, in addition, the right to have the indorsement of the transferor. But for the purpose of determining whether the transferee is a holder in due course the negotiation takes effect as of the time when the indorsement is actually made.

Arkansas.—Williamson Bk. & Tr. Co. v. Miles (1914), 169 S. W. 388.

California.— Shoenhair v. Jones (1917), 165 Pac. 971.

Colorado.— Lane v. Lane (1914), 140 Pac. 804.

Connecticut.— Goodsell v. The McElroy Bros. Co. (1912), 86 Conn. 402.

Florida.— Barnes v. Carr (1913), 61 So. 184.

Iowa.— Roy v. Duff (1915), 152 N. W. 606.

Kansas.— Smith v. Nelson Land & Cattle Co. (1914), 212 Fed. 56.

Kentucky.— Callegham v. Louisville Dry Goods Co. (1910), 14 Ky. 712, 131 S. W. 995; Foster's Admr. v. Metcalf (1911), 138 S. W. 314.

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Minnesota.— Kiefer v. Tolbert (1915), 151 N. W. 529.

Missouri.—Market & Fulton Nat. Bk. v. Ettenson's Estate (1913), 158 S. W. 448; Townsend v. Alwel (1918), 202 S. W. 447.

New York.—Manufacturer's Commercial Co. v. Blitz (1909), 131 A. D. 17, 115 N. Y. Supp. 402; Meuer v. Phoenix Nat. Bk. (1904), 94 A. D. 331, 88 N. Y. Supp. 83; Brown v. James (1911), 130 N. Y. Supp. 333; Martz v. State Nat. Bk. of N. Tonawanda (1911), 131 N. Y. Supp. 1045, 147 A. D. 250.

North Carolina.— Mayers v. McRimmon (1906), 140 N. Car. 640, 53 S. E. 447, 111 Am. St. 879; Keal v. Construction Co. (1906), 143 N. Car. 429, 55 S. E. 826; Johnson Co. Sav. Bk. v. Scoggin Drug Co. (1910), 67 S. E. 253; Steinhilper v. Basinght (1910), 153 N. Car. 293, 69 S. E. 222; Elgin City Banking Co. v. McEachon (1913), 79 S. E. 680.

Oregon.— First Nat. Bk. of Pomeroy v. McCullough (1908), 50 Oreg. 508, 93 Pac. 366; Baker v. Moran (1913), 136 Pac. 30; Witt v. Campbell-Lakin Soap Co. (1913), 134 (1913), 134 Pac. 316.

Pennsylvania.—Nat. Bk. of Pittsburg v. Miller (1917), 100 Atl. 269.

South Dakota.— Piper v. Hagen (1914), 146 N. W. 692.

Tennessee.— Landis v. White Bros. (1913), 152 S. W. 1031; Allen v. Hayes (1918), 201 S. W. 135.

Utah.— Escamilla v. Pingree (1914), 141 Pac. 103.

Washington.—O'Connor v. Slatter (1908), 48 Wash. 493, 93 Pac. 1078; First Nat. Life Assurance Soc. of Am. v. Farquhar (1913), 135 Pac. 619; Puget Sound State Bank v. Washington Paving Co. (1917), 162 Pac. 870.

Wisconsin.— Lawless v. State (1902), 114 Wis. 189, 89 N. W. 891; Marling v. Fitzgerald (1909), 138 Wis. 93, 120 N. W. 388; Swanby v. Northern St. Bk. (1912), 150 Wis. 572, 137 N. W. 763.

Wyoming.— Capitol Hill St. Bk. v. Rawings Nat. Bk. (1916), 160 Pac. 1171.

Section 50. Where an instrument is negotiated back to a prior party, such party may, subject to the provisions of this act, reissue and further negotiate the same. But he is not entitled to enforce payment thereof against any intervening party to whom he was personally liable.

Alabama.—German-Am. Nat. Bk. v. Lewis (1913), 9 Ala. App. 352; Britnell v. Smith (1914), 66 So. 569; Owings Lumber Co. v. Marlowe (1917), 76 So. 926.

Illinois.— Trego v. Cunningham's Est. (1915), 108 N. E. 350, 267 Ill. 367.

Kansas.— Security State Bk. v. Clark (1916), 160 Pac. 1149.

Massachusetts.— Quimby v. Varmum (1906), 190 Mass. 211, 76 N. E. 671.

Mississippi.— Adair v. Bank of Hickory Flat (1917), 75 So. 758; Miller v. Chinn (1917), 195 S. W. 552.

New York.— Steinberger v. Hittelman (1915), 156 N. Y. Supp. 320.

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ARTICLE IV.

RIGHTS OF THE HOLDER.

Section 51. The holder of a negotiable instrument may sue thereon in his own name and payment to him in due course discharges the instrument.

Alabama.— Darden v. Holloway (1911), 1 Ala. App. 661, 56 So. 32; Coats v. Mut. Alliance Co. (1911), 174 Ala. 565, 56 So. 915; Jefferson Co. Sav. Bk. v. Interstate Sav. Bk. (1912), 4 Ala. App. 363, 59 So. 348.

Arizona.— Leon v. Citizen's Bldg. & Loan Assn. (1912), 14 Ariz. 294.

Arkansas.—Pinson v. Cobb (1914), 166 S. W. 943; Keathley v. Holland Banking Co. (1914), 166 S. W. 953; Little v. Arkansas Nat. Bk. (1914), 167 S. W. 75.

Colorado. — Ullery v. Brohm (1905), 20 Colo. App. 389, 79 Pac. 180; Sykes v. Kruse (1911), 49 Colo. 560, 113 Pac. 1013; Bank of Bromfield v. McKinley (1912), 125 Pac. 493.

Connecticut.— New Haven Mfg. Co. v. New Haven Pulp Co. (1903), 76 Conn. 126, 55 Atl. 604.

Idaho.— Craig v. Palo Alto Stock Farm (1901), 16 Ida. 701, 102 Pac. 393; Home Land Co. v. Osborn (1910), 19 Ida. 75, 112 Pac. 764; Utah Implement Vehicle Co. v. Kenyon (1917), 164 Pac. 1177.

Illinois.—Stitzel v. Miller (1910), 157 Ill. App. 390 (No. 2); Woodward v. Donovan (1912), 167 Ill. App. 503; Harney v. Lee (1912), 175 Ill. App. 250; W. A. Fowler Paper Co. v. Best Jones Sales Book Co. (1913), 183 Ill. App. 310.

Iowa.— Vander Ploey v. Van Zunk (1907), 135 Iowa, 350, 112 N. W. 807.

Kansas.—Boline v. Wilson (1907), 75 Kans. 829, 89 Pac. 678; King v. Bellamy (1910), 82 Kans. 310; Larner v. Shorthill (1919), 176 Pac. 107.

Kentucky.— Chateau Tr. & Banking Co. v. Smith (1909), 133 Ky. 418, 118 S. W. 279; Callaghan v. Louisville Dry Goods Co. (1910), 14 Ky. 712, 131 S. W. 995; Harrison v. Pearcy (1917), 192 S. W. 613; Harrison v. Nicholson-Foley Co. (1918), 200 S. W. 929; Sparr v. Fulton Bank (1918), 201 S. W. 310.

Massachusetts.— Fay v. Hunt (1906), 190 Mass. 378; Jump v. Leon (1906), 192 Mass. 511; Eddy v. Fogg (1906), 192 Mass. 543; Lowell v. Bickford (1909), 201 Mass. 543, 88 N. E. 1; Whiddon v. Sprague (1909), 203 Mass. 526; Perry v. Pye (1913), 102 N. E. 653; Harvey v. Squire (1914), 105 N. E. 355.

Michigan.— Gale v. Mayhew (1910), 161 Mich. 96, 125 N. W. 781; Gen. Conf. Assn. & Co. v. Mich. Sanitarium (1911), 166 Mich. 504; Reed v. McReady (1912), 136 N. W. 488; Schmidt v. Pegg (1912), 172 Mich. 159, 137 N. W. 524.

Missouri.— Rhodes v. Guhman (1911), 156 Mo. App. 344; Milbank-Scampton Milling Co. v. Parkwood (1911), 133 S. W. 667; Lipscomb v. Talbott (1912), 147 S. W. 798.

Montana.— Case Medicine Co. v. Simpson (1918), 170 Pac. 12.

Nebraska.— Antelope Co. Bk. v. Wright (1912), 90 Neb. 621, 134

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N. W. 1123; Ostenberg v. Havka (1914), 145 N. W. 713.

New Jersey.— Hill v. Buchanan (1905), 71 N. J. L. 301; R. M. Owen & Co. v. Storms & Co. (1909), 78 N. J. L. 154, 72 Atl. 441.

New York.— Poess v. Twelfth Ward Bk. (1904), 43 Misc. 45, 86 N. Y. Supp. 857; Hunter v. Allen (1905), 106 A. D. 557; Schlesinger v. Kurzvok (1905), 94 N. Y. Supp. 442, 47 Misc. 634; Cleary v. Dykeman (1914), 146 N. Y. Supp. 611; Rogers v. Morton (1905), 46 Misc. 494, 95 N. Y. Supp. 49; Curtis v. Douglas (1911), 130 N. Y. Supp. 1054; Czerney v. Hass (1911), 144 A. D. 430 (May 12); Martz v. State Nat. Bk. of N. Tonowanda (1911), 131 N. Y. Supp. 1045, 147 A. D. 250; People's Nat. Bk. of Hackensack v. Rice (1912), 133 N. Y. Supp. 622; Schwartz v. Goin (1912), 149 A. D. 496; Mazur v. Urback (1913), 142 N. Y. Supp. 323, 81 Misc. 133; Dalrymple v. Schwartz (1917), 164 N. Y. Supp. 496.

North Carolina.— Roller v. McKinney (1912), 74 S. E. 966; Park v. Exam. (1911), 156 N. Car. 228; Martin & Garrett v. Mask (1912), 158 N. Car. 436; Vaughan v. Exam. (1913), 161 N. Car. 492, 77 S. E. 679; First Nat Bk. v. Warsaw Drug Co. (1914), 81 S. E. 993.

North Dakota.— Am. Soda Fountain Co. v. Hogue (1908), 17 N. Dak. 375, 116 N. W. 339; Grover v. Muratt (1912), 23 N. Dak. 577, 137 N. W. 830; Farmer's Bank of Mercer Co. v. Riedlinger (1914), 146 N. W. 556.

Ohio.—Wehrman v. Beech (1906), 28 O. C. 128; Moore v. Central Nat. Bk. of Cleveland (1910), 31 O. C. 614.

Oregon.— Fishburn v. Londershausen (1907), 50 Oreg. 363, 92 Pac. 1060, 14 L. R. A. (N. S.) 1234; Smith v. Bayer (1911), 115 Pac. 148; Gleason v. Denson (1913), 132 Pac. 530; Hewitt v. Andrews (1914), 140 Pac. 438.

Pennsylvania.— Johnson Co. Sav. Bk. v. Kock (1908), 38 Pa. Super. Ct. 553; Levy v. Gilligan (1914), 90 Atl. 647.

Rhode Island.—Hutchings v. Renhalter (1902), 23 R. I. 513

South Dakota.— Piper v. Hagen (1914), 146 N. W. 692.

Utah.— Escamilla v. Pingree (1914), 141 Pac. 103.

Virginia.— Fleshman v. Bibb (1916), 88 S. E. 64.

Washington.—Capitol Nat. Bk. v. Robinson (1906), 41 Wash. 454, 83 Pac. 1021; Jackson v. Mercantile Fire Ins. Co. (1907), 45 Wash. 244, 88 Pac. 127; Hillman v. Stanley (1909), 56 Wash. 320, 105 Pac. 816; Goodfellow v. First Nat. Bk. (1913), 129 Pac. 90; First Nat. Life Assurance Soc. of Am. v. Farquhar (1913), 135 Pac. 619; Harris v. Johnson (1913), 134 Pac. 1048; Carr v. Bonthires (1914), 140 Pac. 339.

West Virginia.— Farmer's Nat. Bk. v. Howard (1912), 71 W. Va. 57, 76 S. E. 122.

Wisconsin.— Swanby v. Northern St. Bk. (1912), 150 Wis. 572, 137 N. W. 763.

United States.— Milton v. Pensacola Bk. & Tr. Co. (1911), 190 Fed. 126, 111 C. C. A. 166; Loeb v. Weil (1913), 209 Fed. 608; Pensacola State Bk. v. Melton (1913), 210 Fed. 57; First Nat. Bk. v. Fox (1913), 40 A. C. (D. C.) 430.

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Section 52. A holder in due course is a holder who has taken the instrument under the following conditions:

(1) That it is complete and regular upon its face;

(2) That he became the holder of it before it was overdue, and without notice that it had been previously dishonored, if such was the fact;

(3) That he took it in good faith and for value;

(4) That at the time it was negotiated to him he had no notice of any infirmity in the instrument or defect in the title of the person negotiating it.

Alabama.— Merchants Nat. Bk. of Lafayette v. Morris (1909), 163 Ala. 51, 51 So. 15; Sneed v. Barclift (1911), 1 Ala. App. 297, 56 So. 592; Sneed v. Barclift (1911), 2 Ala. App. 297; Continental Credit Co. v. Ely (1917), 100 Atl. 435; Darden v. Holloway (1911), 1 Ala. App. 661, 56 So. 32; Moseley v. Selma Nat. Bk. (1911), 57 So. 91; Stone v. Goldberg & Lewis (1912), 6 Ala. App. 249, 60 So. 744; Bruce v. Citizen's Nat. Bk. of Lineville (1913), 64 So. 82; Hartsell v. Roberts (1913), 64 So. 90; Clark v. Thompson (1915), 60 So. 925; Citizens Nat. Bk. v. Bucheit (1916), 71 So. 82; Sherrill v. Merch. & Mech. Trust & Savings Bk. (1916), 70 So. 723; Hudson v. Repton State Bk. (1917), 75 So. 695; Norris v. Merchants Nat. Bk. (1911), 2 Ala. App. 434, 57 So. 71; Bank of Tallassee (1917), 75 So. 930; Davis v. Floyd (1917), 77 So. 413; Birmingham Trust & Sav. Co. v. Howell (1918), 79 So. 377.

Arkansas.— Harrison v. Morgan Carry Co. (1914), 170 S. W. 578; Calhoun v. Ainsworth (1915), 176 S. W. 316; Conqueror Trust Co. v. Reves Drug Co. (1915), 176 S. W. 119.

Colorado.— McMann v. Walker (1903), 31 Colo. 261, 72 Pac. 1055; Wedge Mines Co. v. Denver Nat. Bk. (1903), 19 Colo. App. 182, 73 Pac. 873; First Nat. Bk. of Iowa City v. Smith (1913), 136 Pac. 460; George v. Williams (1915), 149 Pac. 837; Min. & Mill. Co. v. Stephenson (1917), 165 Pac. 601; Burnham Investment Co. v. Sethman (1918), 171 Pac. 884; Church v. Sweetland (1917), 243 Fed. 289.

Connecticut.— Mersick v. Alderman (1905), 77 Conn. 634, 60 Atl. 109; Johnson Co. Sav. Bk. v. Walker (1909), 82 Conn. 24; s. c., 79 Conn. 348, 65 Atl. 132 (1906), 80 Conn. 509, 69 Atl. 15; First Nat. Bk. v. Fairfield Auto Co. (1917), 99 Atl. 577; Continental Credit Co. v. Ely (1917), 100 Atl. 435; Tice v. Moore (1909), 82 Conn. 244, 73 Atl. 133.

Delaware.— Security Tr. & Safe Dep. Co. v. Duross (1913), 86 Atl. 209.

Florida.— Scott v. Taylor (1912), 63 Fla. 612; Berryhill-Cromatic Co. v. Manitowoc Shipbuilding & Dry Dock Co. (1913), 63 So. 720; Jones v. Manitowoc Shipbuilding & Dry Dock Co. (1913), 62 So. 590; Sumter Co. State Bk. v. Hays (1915), 67 So. 109; Jones v. The Manitowoc

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Shipbuilding & Dry Dock Co. (1913), 65 Fla. 457; Bass v. Lee (1917), 74 So. 7.

Idaho.— Winter v. Nobs (1910), 19 Ida. 18, 112 Pac. 525; Union Stock Yards Nat. Bk. v. Bolan (1908), 14 Ida. 87, 93 Pac. 508; Sheffield v. Cleland (1911), 19 Ida. 612, 115 Pac. 20; Schellenberger v. Nourse (1911), 20 Ida. 323, 118 Pac. 508; Brown v. Miller (1912), 22 Ida. 307, 125 Pac. 981; Park v. Johnson (1911), 20 Ida. 548, 119 Pac. 52; Park v. Brandt (1911), 20 Ida. 660, 119 Pac. 877; Winter v. Hutchins (1911), 20 Ida. 749, 119 Pac. 883; McCarty v. Lowry (1912), 123 Pac. 943; Altschul v. Rogers (1912), 63 Ida. 512, 126 Pac. 1048; McFarland v. Johnson (1912), 22 Ida. 694, 127 Pac. 908; Nelson v. Hudgel (1913), 23 Ida. 327, 130 Pac. 85; The Southwest Nat. Bk. of Kansas City v. Baker (1913), 23 Ida. 428, 130 Pac. 799; S. W. Nat. Bk. of Kansas City v. Lindley (1916), 158 Pac. 1082.

Illinois.— Schintz v. Am. Tr. & Sav. Bk. (1909), 152 Ill. App. 76; Peterson v. Emery (1910), 154 Ill. App. 294; Manussier v. Wright (1910), 158 Ill. App. 214; Perks v. Eshleman (1911), 165 Ill. App. 420; Black v. Downes (1912), 176 Ill. App. 358; Richter v. Burdock (1913), 157 Ill. 410, 100 N. E. 1063; Christina v. Cusseniano (1912), 129 Ill. 873, 57 So. 157; Weir & Craig Mfg. Co. v. Bonus (1913), 177 Ill. App. 626; Justice v. Stonecipher (1915), 108 N. E. 722, 267 Ill. 448.

Indiana.— Parker v. Hickman (1916), 111 N. E. 649.

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Wisconsin.—Aebi v Bk. of Evensville (1905), 124 Wis. 93, 102 N. W. 329, 68 L. R. A. (N. S.) 964,

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109 Am. St. 925; Hodge v. Smith (1907), 130 Wis. 326, 110 N. W. 192; Aukland v. Arnold (1907), 131 Wis. 64, 111 N. W. 212; Quiggle v. Herman (1907), 131 Wis. 379, 111 N. W. 479; Northfield Nat. Bk. v. Arndt (1907), 132 Wis. 383, 112 N. W. 451; Paulson v. Boyd (1908), 137 Wis. 241, 118 N. W. 841; Kipp v. Smith (1908), 137 Wis. 234, 118 N. W. 848; Bk. of Baraboo v. Laird (1912), 136 N. W. 603; Washburn v. Riener (1912), 149 Wis. 387; Green v. Gunsten (1913), 142 N. W. 261; Badger Machinery Co. v. Columbia County Electric Co. (1917), 163 N. W. 188.

Wyoming.— Iowa State Sav. Bk. v Henry (1913), 136 Pac. 863; Holdsworth v. Blyth & Fargo (1915), 146 Pac. 603; In re Hopper-Morgan Co. (1907), 154 Fed. 249; In re Hill (1911), 187 Fed. 214; First Nat. Bk. of Shenandoah v. Linver (1911), 187 Fed. 16, 109 U. S. C. C. A. 70; Nat. Bk. of Commerce in St. Louis v. Sancho Pag. Co. (1911), 110 C. C. A. 112, 186 Fed. 257; Amalgamated Sugar Co. v. U. S. Nat. Bk. of Portland, Oreg. (1911), 109 C. C. A. 494; First Nat. Bk. of Wilkesbarre v. Barnum (1908), 160 Fed. 245; Milton v. Pensacola Bk. & Tr. Co. (1911), 190 Fed. 126, 111 C. C. A. 166; Pensacola State Bk. v. Melton (1913), 210 Fed. 57; Howell v. Commercial Nat. Bk. (1913), 40 A. C. (D. C.) 370; O'Toole v. Lanson (1914), 41 App. D. C. 276; Pensacola State Bk. v. Thornberry (1915), 226 Fed. 611 (C. C. A., 6th Ct.); Postal Tel. Cable Co. v. Citizens Nat. Bk. (1916), 228 Fed. 601 (C. C. A., 3d Ct.); Nat. City Bk. of Seattle v. Titlow (1916), 233 Fed. 838.

Section 53. Where an instrument payable on demand is negotiated an unreasonable length of time after its issue, the holder is not deemed a holder in due course.

Idaho.— Miller v. Del Rio Mining & Milling Co. (1913), 136 Pac. 448.

Illinois. — Greer v. Downing (1912), 176 Ill. App. 355.

Iowa.— Anderson v. First Nat. Bk. of Chariton (1909), 144 Iowa, 251, 122 N. W. 918; LeClere v. Philpott (1915), 151 N. W. 825.

Kansas.— Doty v. Garfield Township (1913), 89 Kans. 719.

Massachusetts.— Gardner v. Beacon Trust Co. (1906), 190 Mass. 27; Gordon v. Levine (1908), 197 Mass. 267, 83 N. E. 861, 15 L. R. A. (N. S.) 243.

Nebraska. — Ostenberg v. Kavka (1914), 145 N. W. 713.

New York.— Albany Co. Bk. v. People's Co-op. Ice Co. (1904), 92 A. D. 47, 86 N. Y. Supp. 73; Royal Bk. of N. Y. v. Reinschreiber (1911), 126 N. Y. Supp. 749; Stanley v. Franco-American Ferment Co. (1916), 161 N. Y. Supp. 365.

North Carolina.— Singer Mfg. Co. v. Summers (1906), 143 N. Car. 102, 55 S. E. 522; Johnson v. Lasseter (1911), 155 N. Car. 47.

Oregon.— Matlock v. Scheuerman (1908), 51 Oreg. 49, 93 Pac. 823, 17 L. R. A. (N. S.) 747.

South Carolina.— Williams v. Weekley (1915), 84 S. E. 299.

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Tennessee.—Easley v. East Tenn. Nat. Bk. (1917), 198 S. W. 66.

Virginia.— Aragon Coffee Co. v. Rogers (1906), 105 Va. 51; Am. Bk. of Orange v. McComb (1906), 105 Va. 473, 54 S. E. 14; Pennington v. Third Nat. Bk. of Columbus, Ga. (1913), 77 S. E. 455; Colona v. Parksley Nat. Bk. (1917), 92 S. E. 979.

United States.— Pensacola State Bk. v. Melton (1913), 210 Fed. 57.

Section 54. Where the transferee receives notice of any infirmity in the instrument or defect in the title of the person negotiating the same before he has paid the full amount agreed to be paid therefor, he will be deemed a holder in due course only to the extent of the amount theretofore paid by him.

Arkansas.— Morehead v. Harris (1916), 182 S. W. 521.

Illinois.— Weir & Craig Mfg. Co. v. Bonus (1913), 177 Ill. App. 626.

Iowa.—Citizen's State Bk. v. Lankin (1912), 134 N. W. 882.

Michigan.— Peoples State Bk. v. Miller (1915), 152 N. W. 257.

Missouri.— Chitwood v. Hatfield (1909), 136 Mo. App. 688; Link v. Jackson (1911), 158 Mo. App. 63, 139 S. W. 588; 53 Nat. Bk. v. McCrory (1915), 177 S. W. 1058; Mount v. Neighbors Imp. & Vehicle Co. (1916), 189 S. W. 614.

Nebraska.— Ostenberg v. Kavka (1914), 145 N. W. 713.

New York.— Perth-Amboy Mut. Loan Assn. v. Chapman (1903), 80 A. D. 556; Goetting v. Day (1904), 87 N. Y. Supp. 510; Ferguson v. Netter (1910), 141 A. D. 274; Rosenbaum v. Roth (1914), 150 N. Y. Supp. 396, 164 A. D. 617; Interboro Brewing Co. v. Doyle (1915), 151 N. Y. Supp. 325; First Nat. Bk. of Winona v. Buff Brewing Co. (1915), 154 N. Y. Supp. 765; Title Guar. Co. v. Pain (1915), 155 N. Y. Supp. 333.

North Carolina.— Johnson v. Lasseter (1911), 155 N. Car. 47.

North Dakota.— Walters v. Rock (1908), 18 N. Dak. 45, 115 N. W. 511; Bank v. Garcean (1912), 22 N. Dak. 576, 134 N. W. 882.

Ohio.— Hamilton Mech. Tool Co. v. Memphis Nat. Bk. (1911), 34 Ohio St. 184, 95 N. E. 777.

Oklahoma. — Hudson v. Moore (1913), 130 Pac. 774; Voris v. Birdsall (1917), 162 Pac. 951; State v. Emery (1918), 174 Pac. 770.

Pennsylvania.— Snyder v. Commercial Ex. Nat. Bk. (1908), 221 Pa. 599, 70 Atl. 876.

Utah.— Felt v. Bush (1912), 126 Pac. 688; Miller v. Marks (1915), 148 Pac. 412.

Virginia.— Aragon Coffee Co. v. Rogers (1906), 105 Va. 51; Pennington v. Third Nat. Bk. of Columbus, Ga. (1913), 77 S. E. 455.

Washington.— Citizens Bk. & Tr. Co. v. Limpright (1916), 160 Pac. 1046.

Wisconsin.— Hodge v. Smith (1907), 130 Wis. 326, 110 N. W. 192; Green v. Gunsten (1913), 142 N. W. 261.

United States.—In re Continental Engine Co. (1916), 234 Fed. Rep. 58.

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Section 55. The title of a person who negotiates an instrument is defective within the meaning of this act when he obtained the instrument, or any signature thereto, by fraud, duress, or force and fear, or other unlawful means, or for an illegal consideration, or when he negotiates it in breach of faith, or under such circumstances as amount to a fraud.

Alabama. — Hass v. Commerce Trust Co. (1915), 69 So. 89; Peoples' Bank & Trust Co. v. Floyd (1917), 75 So. 940; Jones v. Martin (1917), 74 So. 761; Bernheimer v. Gray (1918), 78 So. 840.

Arizona. — Hurley v. Wilky (1916), 156 Pac. 83.

Arkansas. — Moore v. Wade (1916), 186 S. W. 828.

California. — Merchants Collection Agency v. Roantrue (1918), 173 Pac. 600.

Colorado. — Johnson Co. Sav. Bk. v. Gregg (1911), 51 Colo. 358, 117 Pac. 1003; First Nat. Bk. of Iowa City v. Smith (1913), 136 Pac. 460.

Connecticut. — Johnson Co. Sav. Bk. v. Walker (1909), 82 Conn. 24; s. c., 79 Conn. 348, 65 Atl. 132 (1906), 80 Conn. 509, 60 Atl. 15; Continental Credit Co. v. Ely (1917), 100 Atl. 435.

Idaho. — Shellenberger v. Nourse (1911), 20 Ida. 323, 118 Pac. 508; Park v. Johnson (1911), 20 Ida. 548, 119 Pac. 52; Park v. Brandt (1911), 20 Ida. 660, 119 Pac. 877; Winter v. Hutchins (1911), 20 Ida. 749, 119 Pac. 883; Brown v. Miller (1912), 22 Ida. 307, 125 Pac. 981; Southwestern Nat. Bk. of Kansas City v. Lindley (1916), 158 Pac. 1082.

Illinois. — Black v. Downes (1912), 176 Ill. App. 358; Christina v. Cuseniano (1912), 129 Ill. 873, 57 So. 157.

Iowa. — Keegan v. Rock (1905), 128 Iowa, 39, 102 N. W. 805; McKnight v. Parsons (1907), 136 Iowa, 390, 113 N. W. 858. 125 Am. St. 265; Cox v. Cline (1908), 139 Iowa, 128, 117 N. W. 48; O'Connor v. Kleiman (1909), 143 Iowa, 435, 121 N. W. 1088; Citizen's State Bk. v. Lankin (1912), 134 N. W. 882; Bk. of Bushnell v. Buck Bros. (1913), 142 N. W. 1004; Stotts v. Fawfield (1914), 145 N. W. 61; First Nat. Bk. of Shenandoah v. Hall (1915), 151 N. W. 120; LeClere v. Philpot (1915), 151 N. W. 825; Loos v. Callendar Sav. Bk. (1916), 156 N. W. 712; State v. Wegener (1917), 162 N. W. 1040; German-Am. Bk. v. Kelley (1918), 166 N. W. 1053.

Kansas. — Underwood v. Quantie (1911), 116 Pac. 361; Bk. of Wilber v. Freeburg (1911), 84 Kans. 235; Murchison v. Nies (1912), 87 Kans. 77; The Stock Ex. Bk. v. Wykes (1913), 88 Kans. 750; Ireland v. Shore (1914), 137 Pac. 926; Farmers Nat. Bk. of Lincoln v. Francis (1917), 164 Pac. 146; Rodgers v. Slaveno (1917), 165 Pac. 655; First Nat. Bk. v. Stroup (1919), 177 Pac. 836.

Kentucky. — Asbury v. Taube (1912), 151 S. W. 372; Muir v. Edelen (1913), 160 S. W. 1048; Gahren, Dodge & Maltby v. Parkersburg Nat. Bk. (1914), 162 S. W. 1135; Harrison v. Ford (1914), 165 S. W. 663.

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Maryland.— Stouffer v. Alford (1910), 114 Md. 110, 78 Atl. 387; American Agricultural Chemical Co. v. Scringer (1917), 100 Atl. 774; Spoerer v. Wehland (1917), 100 Atl. 287, 130 Med. 226.

Massachusetts.—Caldwell v. Nash (1906), 190 Mass. 507; Demelman v. Brazier (1907), 193 Mass. 588, 79 N. E. 812; Clemons Elec. Mfg. Co. v. Walton (1910), 206 Mass. 215; Lewiston Trust & Safe Dep. Co. v. Shackford (1913), 213 Mass. 432; Anthony & Cowell Co. v. Brown (1913), 214 Mass. 439; Palmbaum v. Magulsky (1914), 104 N. E. 746.

Michigan.— First Nat. Bk. of Durand v. Shaw (1909), 157 Mich. 192, 121 N. W. 811; Crosby v. Reynolds (1912), 196 Fed. 640; J. D. Gruber Co. v. Smith (1917), 162 N. W. 124; Loveland v. Bump (1917), 165 N. W. 855.

Minnesota.— Thorpe v. Cooley (1917), 165 N. W. 265.

Missouri.— Whitener v. Scoggins (1910), 152 Mo. App. 343; Jobes v. Wilson (1910), 124 S. W. 548; Link v. Jackson (1911), 158 Mo. App. 63, 139 S. W. 588; Birch Tree State Bk. v. Dowler (1912), 163 Mo. 65, 145 S. W. 843; Hill v. Dillon (1913), 161 S. W. 881; Bank of Polk v. Wood (1915), 173 S. W. 1093; Newburg State Bk. v. Heflin (1915), 175 S. W. 297; Miller v. People's Sav. Bk. (1916), 186 S. W. 547; Ozark Motor Co. v. Horton (1917), 196 S. W. 395; Pioneer Stock Powder Co. v. Goodman (1918), 201 S. W. 576.

Montana.— State Bk. of Moore v. Forsythe (1910), 41 Mont. 249.

Nebraska.— Bolew v. Wright (1911), 89 Neb. 116, 131 N. W. 185; Ostenberg v. Kavka (1914), 145 N. W. 713.

New Jersey.—Bensel v. Anderson (1916), 96 Atl. 910.

New Mexico.— Bk. of Commerce v. Broyles (1911), 120 Pac. 670; First Nat. Bk. of Albuquerque v. Stover (1916), 155 Pac. 905.

New York.— M. Groh's Sons Co. v. Schneider (1901), 34 Misc. 195, 68 N. Y. Supp. 682; Strickland v. Henry (1901), 66 A. D. 23, 73 N. Y. Supp. 121; Citizens Bk. of Buffalo v. The Rung Furniture Co. (1902), 76 A. D. 471; Sutherland v. Mead (1903), 80 A. D. 103, 80 N. Y. Supp. 504; Perth-Amboy Mut. Loan Assn. v. Chapman (1903), 80 A. D. 556; Mitchell v. Baldwin (1903), 88 A. D. 265, 84 N. Y. Supp. 1043; Goetting v. Day (1904), 87 N. Y. Supp. 510; Schreyer v. Bailey & Co. (1904), 97 A. D. 185; Hamilton Nat. Bk. v. Upton (1905), 100 A. D. 105; Schlesinger v. Kelly (1906), 114 A. D. 546, 99 N. Y. Supp. 1083; Douglass v. Richards (1906), 116 A. D. 27; Elliott v. Brady (1907), 118 A. D. 208; Schlesinger v. Gilhooly (1907), 189 N. Y. 1, 91 N. E. 619; Horwitz v. Wollowitz (1908), 59 Misc. 520, 110 N. Y. Supp. 972; Schlesinger v. Lehmaier (1908), 191 N. Y. 69, 83 N. E. 657, 16 L. R. A. (N. S.) 626, 123 Am. St. 591; Ward v. City Tr. Co. (1908), 192 N. Y. 61, 84 N. E. 585; Packard v. Figlinolo (1909), 114 N. Y. Supp. 753; Klar v. Kostink (1909), 119 N. Y. Supp. 683; Cluett v. Conture (1910), 140 A. D. 830, 125 N. Y. Supp. 813; Kennedy v. Spilks (1911), 129 N. Y. Supp. 390; Broderick & Bascom Rope Co. v. McGrath (1913), 142 N. Y. Supp. 496, 81 Misc. 222; Lang v. Hudgens

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(1913), 143 N. Y. Supp. 763, 82 Misc. 388; Waxberg v. Stappler (1913), 83 Misc. 78, 144 N. Y. Supp. 608; Zivendling v. Kitrosser (1914), 148 N. Y. Supp. 99; Interboro Brewing Co. v. Doyle (1915), 151 N. Y. Supp. 325; Kass v. Maisel (1915), 155 N. Y. Supp. 217; Title Guar. & Tr. Co. v. Pam (1915), 155 N. Y. Supp. 333; Siegel v. Kovinsky (1916), 157 N. Y. Supp. 340; Empire Trust Co. v. President and Directors Manhattan Co. (1917), 162 N. Y. Supp. 629; Aetna Explosives Co. v. Bassick (1917), 163 N. Y. Supp. 917; Garone v. Russo Iodice Realty Co. (1917), 164 N. Y. Supp. 135.

North Carolina.— Johnston Co. Sav. Bk. v. Chase (1909), 151 N. Car. 108; Hardy v. Mitchell (1911), 156 N. Car. 76, 72 S. E. 95, 161 N. Car. 351; Merchants Nat. Bk. of Indianapolis v. Branson (1914), 81 S. E. 410; A. B. Hunter & Co. v. Sherron (1918), 97 S. E. 5.

North Dakota.— Drenkall v. Movius State Bk. (1901), 118 A. D. 10, 88 N. W. 724; Walters v. Rock (1908), 18 N. Dak. 45, 115 N. W. 511; Am. Nat. Bk. v. Lundy (1910), 21 N. Dak. 167, 129 N. W. 99; Bank v. Garcean (1912), 22 N. Dak. 576, 134 N. W. 882; McCarty v. Kepveta (1913), 139 N. W. 992; Dow v. Lillie (1914), 144 N. W. 1082; Grebe v. Swords (1914), 149 N. W. 126; Com. Security Co. v. Jack (1915), 150 N. W. 460.

Ohio.—Thompson v. Citizens Nat. Bk. of Adams (1909), 32 O. C. 131; State v. Hill (1916), 113 N. E. 1045.

Oklahoma.— Hudson v. Moore (1913), 130 Pac. 774; Jones v. Citizen's State Bank (1913), 135 Pac. 373; Western Ex. Bk. of Kansas City v. Coleman (1913), 132 Pac. 488; Keisel v. Baldock (1915), 154 Pac. 1194; Barry v. Kniseley (1916), 155 Pac. 1168; Phillips v. Hargardine-McKittrick Co. (1916), 159 Pac. 320; Huston v. Domeuy (1918), 173 Pac. 805; Daniels v. Bunch (1918), 172 Pac. 1086; Callahan v. Thurmond (1918), 172 Pac. 798.

Oregon.— Matlock v. Scheuerman (1908), 51 Oreg. 49, 93 Pac. 823, 17 L. R. A. (N. S.) 747; Mills v. Keep (1912), 197 Fed. 360; Baldwin Co. v. Savage (1916), 159 Pac. 80; Rostad v. Thorsen (1917), 163 Pac. 423; Wicks v. Metcalf (1917), 163 Pac. 988; Kohler & Chase Co. v. Savage (1917), 167 Pac. 789.

Pennsylvania.— Second Nat. Bk. of Pittsburg v. Hoffman (1911), 229 Pa. St. 429, 78 Atl. 1002.

Rhode Island.— Hill v. Veloso (1915), 31 R. I. 160.

South Dakota.— Peterson v. Hoftiezer (1915), 150 N. W. 934.

Tennessee.— Unaka Nat. Bk. v. Butler (1904), 113 Tenn. 674, 83 S. W. 655.

Texas.— Henderson v. McDaniel (1916), 186 S. W. 865.

Utah.— Cole Banking Co. v. Sinclair (1908), 34 Utah, 454, 98 Pac. 411; Leavitt v. Thurston (1911), 38 Utah, 351, 113 Pac. 77.

Virginia.— Aragon Coffee Co. v. Rogers (1906), 105 Va. 51; Pennington v. Third Nat. Bk. of Columbus, Ga. (1913), 77 S. E. 455.

Washington.—Yakima Valley Bk. v. McAllister (1905), 37 Wash. 566, 79 Pac. 1119; Nethercutt v. Hopkins (1905), 38 Wash. 577, 80 Pac. 798; Keene v. Behan (1905), 40 Wash. 505, 82 Pac. 884; Hynes v. Plastino (1906), 45 Wash. 190, 87

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Pac. 1127; Moyses v. Bell (1911), 62 Wash. 534, 114 Pac. 193; Wells v. Duffy (1912), 69 Wash. 310; Fournier v. Cornish (1913), 133 Pac. 9; Shultz v. Crewdson (1917), 163 Pac. 734.

Wisconsin.— The New Bank of Eau Claire v. Kleiner (1901), 112 Wis. 287; Hodge v. Smith (1907), 130 Wis. 326, 110 N. W. 192; Aukland v. Arnold (1907), 131 Wis. 64, City v. Coleman (1913), 132 Pac. 111 N. W. 212; Quiggle v. Herman (1907), 131 Wis. 379, 111 N. W. 479; Samson v. Ward (1911), 147 Wis. 48, 132 N. W. 629.

Wyoming.— Acme Coal Co. v. Northrup Nat. Bk. of Iola (1915), 146 Pac. 593; Holdsworth v. Blyth & Fargo (1915), 146 Pac. 603.

United States.— Wood v. Babbitt (1907), 149 Fed. 818; Wirt v. Stubblefield (1900), 17 App. D. C. 283; Yates Nat. Bk. v. Lauber (1915), 240 Fed. 237; Patten v. Duntley (1915), 227 Fed. 381 (C. C. A., 7th Ct.); Bk. of Morehead v. Hernig (1908), 220 Pac. 224; Culter v. Fray (1917), 240 Fed. 238; Yates Center Nat. Bk. v. Schaede (1917), 240 Fed. 240.

Section 56. To constitute notice of an infirmity in the instrument or defect in the title of the person negotiating the same, the person to whom it is negotiated must have had actual knowledge of the infirmity or defect, or knowledge of such facts that his action in taking the instrument amounted to bad faith.

Alabama.— Elmore Co. Bk. v. Avant (1914), 66 So. 509; Sherrill v. Merch. & Mech. Tr. & Sav. Bk. (1916), 70 So. 723.

Arizona.— Ellis v. First Nat. Bk. (1918), 172 Pac. 281; Phoenix Safety Inv. Co. v. Michaels (1919), 176 Pac. 587.

Arkansas.— Keathley v. Holland Banking Co. (1914), 166 S. W. 935; Pinson v. Cobb (1914), 166 S. W. 943; Little v. Arkansas Nat. Bk. (1914), 167 S. W. 75; Hamburg Bank v. Ahrens (1915), 177 S. W. 14; Morehead v. Harris (1916), 182 S. W. 521; Manley Carriage Co. v. Fowler & Hill (1917), 194 S. W. 708.

Colorado.—First Nat. Bk. of Iowa City v. Smith (1913), 136 Pac. 460; Wedge Mines Co. v. Denver Nat. Bk. (1903), 19 Colo. App. 182, 73 Pac. 873; Burnham Investment Co. v. Sethman (1918), 171 Pac. 884.

Connecticut.— Tice v. Moore (1909), 82 Conn. 244, 73 Atl. 133; Johnson Co. Sav. Bk. v. Walker (1909), 82 Conn. 24; s. c., 79 Conn. 348, 65 Atl. 132 (1906), 80 Conn. 509, 69 Atl. 15; First Nat. Bk. v. Fairfield Auto Co. (1917), 99 Atl. 577.

Florida.—Jones v. The Manitowoc Shipbuilding & Dry Dock Co. (1913), 65 Fla. 467; Bland v. Fidelity Tr. Co. (1916), 71 So. 630; Bass v. Lee (1917), 74 So. 7.

Idaho.— Winter v. Nobs (1910), 9 Ida. 18, 112 Pac. 525; Shellenberger v. Nourse (1911), 20 Ida. 323, 118 Pac. 508; Park v. Johnson (1911), 20 Ida. 548, 119 Pac. 52; Park v. Brandt (1911), 20 Ida. 650, 119 Pac. 877; Vaughan v. Johnson

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(1911), 20 Ida. 669, 119 Pac. 879; Winter v. Hutchins (1911), 20 Ida. 749, 119 Pac. 883; Vaughan v. Brandt (1912), 21 Ida. 628, 123 Pac. 591; McCarty v. Lowry (1912), 123 Pac. 943; Redfield v. Wells (1918), 173 Pac. 640.

Illinois.— Schintz v. Am. Tr. & Sav. Bk. (1909), 152 Ill. App. 76; Peterson v. Emery (1910), 154 Ill. App. 294; First Nat. Bk. of Mattoon v. Seass (1910), 158 Ill. App. 122; Black v. Downes (1912), 176 Ill. App. 358; Christina v. Cuseniano (1912), 129 Ill. 873, 57 So. 157; Richter v. Burdock (1913), 257 Ill. 410, 100 N. E. 1063.

Indiana.— Bright Nat. Bk. v. v. Kartman (1915), 109 N. E. 846; Boxell v. Bright Nat. Bk. of Flora (1916), 110 N. E. 962; Parker v. Hickman (1916), 111 N. E. 649.

Iowa.— McKnight v. Parsons (1907), 136 Iowa, 390, 113 N. W. 858, 125 Am. St. Rep. 265; Iowa Nat. Bk. v. Carter (1909), 144 Iowa, 715, 123 N. W. 237; Arnd v. Aylesworth (1909), 145 Iowa, 185, 123 N. W. 1000; Citizen's State Bk. v. Lankin (1912), 134 N. W. 882; Farmer's & Mech. State Bk. v. Shaffer (1914), 147 N. W. 851; Stotts v. Fawfield (1914), 145 N. W. 61; Higby v. Bahrenfus (1917), 163 N. W. 247; Limdeau v. Hamilton (1918), 169 N. W. 208.

Kansas.— Youle v. Fosha (1907), 76 Kans. 20, 90 Pac. 1090; People's Bk. of Minneapolis v. Reid (1912), 120 Pac. 339; Murchison v. Nies (1912), 87 Kans. 77; Ireland v. Shore (1914), 137 Pac. 926; First Nat. Bk. of Elk City v. Dikeman (1915), 153 Pac. 559; Elmo State Bk. v. Hildebrand (1919), 177 Pac. 6; Oscar Schmidt, Inc. v. Benedict (1919), 178 Pac. 444.

Kentucky.— Lawson v. First Nat. Bk. of Fulton (1907), 31 Ky. L. 318, 102 S. W. 324; Chateau Tr. & Banking Co. v. Smith (1909), 133 Ky. 418, 118 S. W. 279; Bothwell v. Corum (1909), 135 Ky. 767, 123 S. W. 291; Childs v. Billiter (1911), 137 S. W. 795; Am. Nat. Bk. v. Madison (1911), 144 Ky. 152, 137 S. W. 1076; Ham v. Merritt (1912), 150 Ky. 11, 149 S. W. 1131; Asbury v. Taube (1912), 151 S. W. 372; Citizens Bk. v. Crittenden Record-Press (1912), 150 Ky. 634; Gahren, Dodge & Maltby v. Parkersburg Nat. Bk. (1914), 162 S. W. 1135; Elk Valley Coal Co. v. Third Nat. Bk. of Lexington (1914), 163 S. W. 766; Riehm v. Ill. Tr. & Sav. Bk. (1915), 176 S. W. 32; Cit. Tr. & Guar. Co. v. Hays (1915), 180 S. W. 811; Eichberg v. Board of Education (1915), 178 S. W. 1075; Bank of Willard v. Pennsylvania & Ky. Firebrick Co. (1917), 194 S. W. 110; Citizens' State Bk. of Greenup v. Johnson County (1919), 207 S. W. 8.

Louisiana.— Wolf v. Zachary & N. E. R. Co. (1911), 128 La. 1092, 55 So. 685; Dreyfuss v. Papalia (1918), 78 So. 843.

Maryland.— Black v. First Nat. Bk. (1903), 96 Md. 399, 54 Atl. 88; Valley Sav. Bk. v. Mercer (1903), 97 Md. 458, 55 Atl. 435; Weant v. Southern Tr. & Dep. Co. (1910), 112 Md. 463, 77 Atl. 289; Wilson v. Kelso (1911), 115 Md. 162, 80 Atl. 895; Zielian v. Baltimore Plate Ice Co. (1911), 115 Md. 658, 81 Atl. 22; Denton Nat. Bk. v. Kenney (1911), 116 Md. 124, 81 Atl. 227.

Massachusetts.— Mass. Nat. Bk.

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v. Snow (1905), 187 Mass. 159, 72 N. E. 959; Fillebrown v. Hayward (1906), 190 Mass. 472, 77 N. E. 45; Bass v. Inhabitants of Wellesley (1906), 192 Mass. 526; City of Newburyport v. Fid. Mut. L. Ins. Co. (1908), 197 Mass. 596, 84 N. E. 111; Feigenspan v. McDonald (1909), 201 Mass. 341, 87 N. E. 624; City of Newburyport v. Spear (1910), 204 Mass. 146; Ford v. Snapiro (1910), 207 Mass. 108; Brown v. Newburyport (1911), 209 Mass. 259; Broadway Nat. Bk. of Chelsea v. Hefferman (1915), 107 N. E. 921; Paika v. Perry (1917), 114 N. E. 830.

Michigan.— Hakes v. Thayer (1911), 131 N. W. 174; Van Slyke v. Rooks (1914), 147 N. W. 579; Stevens v. Venema (1918), 168 N. W. 531.

Minnesota.— Pope v. Ramsey Co. State Bk. (1917), 162 N. W. 1051; State Bank of Morton v. Adams (1919), 170 N. W. 925.

Missouri.— Chitwood v. Hatfield (1909), 136 Mo. App. 688; Burchett v. Fink (1909), 139 Mo. App. 381; Johnson Co. Sav. Bk. v. Redfearn (1910), 141 Mo. App. 386; Reeves v. Litts (1910), 143 Mo. App. 195, 128 S. W. 246; Settles v. Moore & Scobee (1910), 149 Mo. App. 724; Hill v. Dillon (1910), 151 Mo. App. 86; Coleman v. Stocke (1911), 159 Mo. App. 43, 139 S. W. 216; Link v. Jackson (1911), 158 Mo. App. 63, 139 S. W. 588; St. Charles Sav. Bk. v. Edwards (1912), 243 Mo. 553, 147 S. W. 978; Hill v. Dillon (1913), 161 S. W. 881; Southwest Bk. of Kansas City v. House (1913), 157 S. W. 809; State Bk. of Freeport v. Cape Girardeau & C. R. Co. (1913), 155 S. W. 1111; Farmers Sav. Bk. v. Reed (1915), 180 S. W. 1002; Mercantile Tr. Co. v. Donk (1915), 178 S. W. 113; Willis v. Reed (1916), 190 S. W. 377; Central Bank of Columbia v. Lyda (1917), 191 S. W. 245; Mech. Am. Bk. v. Helenbacher (1918), 201 S. W. 383; German-American Bank v. Smith (1919), 208 S. W. 878; Atkins v. Brown (1919), 208 S. W. 502.

Montana.— State Bk. of Moore v. Forsythe (1910), 41 Mont. 249; Buhler v. Loftus (1917), 165 Pac. 601; Baker State Bank v. Grant (1917), 166 Pac. 27.

Nebraska.— First State Bank of Pleasant Dale v. Borchers (1909), 83 Neb. 530, 120 N. W. 142; Benton v. Sikyta (1909), 84 Neb. 808, 122 S. W. 60; Bolew v. Wright (1911), 89 Neb. 116, 131 N. W. 185; Storz Brewing Co. v. Skirving (1913), 142 N. W. 669; Ostenberg v. Kavka (1914), 145 N. W. 713; Hatfield v. Jakway (1919), 170 N. W. 181.

New Jersey.— Borough of Montwale v. Peoples Bk. (1907), 87 Atl. 67; Rice v. Barrington (1908), 75 N. J. L. 806, 70 Atl. 169; DeYonge & Co. v. Woodport Hotel & Land Co. (1909), 77 N. J. L. 233; Davis v. Clark (1914), 90 Atl. 303.

New Mexico.—Sandall v. Normen† (1915), 145 Pac. 259.

New York.— First Nat. Bk. of Fort Worth v. Am. Ex. Nat. Bk. (1900), 49 A. D. 349; McCannon v. Shantz (1900), 149 A. D. 460; McGroh's Sons So. v. Schneider (1901), 34 Misc. 195, 68 N. Y. Supp. 682; Ketcham v. Govin (1901), 35 Misc. 375, 71 N. Y. Supp. 991; Metropolitan Bk. v. Engel (1901), 66 A. D. 273; Campbell v. Upton (1901),

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66 A. D. 434; Citizens Bk. of Buffalo v. The Rung Furniture Co. (1902), 76 A. D. 471; Sutherland v. Mead (1903), 80 A. D. 103, 80 N. Y. Supp. 504; Perth-Amboy Mut. Loan Assn. v. Chapman (1903), 80 A. D. 556; Packard v. Windholz (1903), 40 Misc. 347, affirmed 88 A. D. 365; Jennings v. Carlucci (1904), 87 N. Y. Supp. 475; Schreyer v. Bailey & Co. (1904), 97 A. D. 185; Meuer v. Phenix Nat. Bk. (1904), 94 A. D. 331, 88 N. Y. Supp. 83; Poess v. Twelfth Ward Bk. (1904), 43 Misc. 45, 86 N. Y. Supp. 857; Orr v. So. Amboy Terra Cotta Co. (1905), 94 N. Y. Supp. 524, 47 Misc. 604; Hamilton Nat. Bk. v. Upton (1905), 100 A. D. 105; Douglass v. Richards (1906). 116 A. D. 27; Nat. Bk. of Newport v. Snyder Mfg. Co. (1907), 117 A. D. 370, 102 N. Y. Supp. 478; Siegmeister v. Lispenard Realty Co. (1907), 107 N. Y. Supp. 158; Rice v. Eisler (1907), 119 A. D. 132; Schlesinger v. Lehmaier (1908), 191 N. Y. 69, 83 N. E. 657, 16 L. R. A. (N. S.) 626, 123 Am. St. 591; Ward v. City Tr. Co. (1908), 192 N. Y. 61, 84 N. E. 585; The Royal Bk. of N. Y. v. German-Am. Ins. Co. (1908), 58 Misc. 563; U. S. Ex. Bk. v. Zimmerman (1908), 113 N. Y. Supp. 33; Strauss v. St. Louis Co. Bk. (1908), 126 A. D. 647; Barbieri v. Casazza (1909), 115 N. Y. Supp. 1074; Republic Life Ins. Co. v. Hudson Trust Co. (1909), 130 A. D. 618; Squire v. Ordemann (1909), 194 N. Y. 394; Frank v. Wolff (1910), 125 N. Y. Supp. 530; Niagara Woolen Co. v. Pacific Bank (1910), 141 A. D. 265; Cluett v. Couture (1910), 140 A. D. 830, 125 N Y. Supp. 813; Havana Cent. R. Co. v. Knickerbocker Trust Co. (1910), 198 N. Y. 422; Eisenberg v. Lefkowitz (1911), 142 A. D. 569; Hurst v. Lee (1911), 143 A. D. 614, 127 N. Y. Supp. 1040; Kennedy v. Spilka (1911), 129 N. Y. Supp. 390; Rafsky v. Fred A. Smith Co. (1913), 139 N. Y. Supp. 1088; Cleary v. Dykeman (1914), 146 N. Y. Supp. 611; Coffin v. Tevis (1914), 149 N. Y. Supp. 986, 164 Misc. 314; Feusterer v. Pressure Lighting Co. (1914), 149 N. Y. Supp. 49, 85 Misc. 621; Rosenbaum v. Roth (1914), 150 N. Y. Supp. 396, 164 A. D. 617; Cole v. Harrison (1915), 153 N. Y. Supp. 200; Flood v. Steinmetz (1915), 153 N. Y. Supp. 192; Oliner v. Gronich (1915), 154 N. Y. Supp. 612; Anchor Realty Co. v. Bankers Trust Co. (1916), 161 N. Y. Supp. 300; Hartford Nat. Bk. v. Gardner (1916), 157 N. Y. Supp. 849; Thornton v. Netherlands-Amer. Steam Nav. Co. (1917), 165 N. Y. Supp. 682; Monk v. 23d Ward Bank (1917), 165 N. Y. Supp. 1055; Hudson Boiler Mfg. Co. v. Cardillo (1919), 174 N. Y. Supp. 638.

North Carolina.— Toms v. Jones (1900), 127 N. Car. 464; Setzer v. Deal (1904), 135 N. Car. 428; Murchison Nat. Bk. v. Dunn Oil Mills Co. (1909), 150 N. Car. 718, 64 S. E. 885; Johnston Co. Sav. Bk. v. Chase (1909), 151 N. Car. 108; Bk. of Sampson v. Hatcher (1909), 151 N. Car. 359, 66 S. E. 308; First Nat. Bk. of Lumberton v. Brown (1912), 160 N. Car. 23; Vance v. Bryan (1912), 158 N. Car. 502, 74 S. E. 459; J. L. Smathers & Co. v. Toxaway Hotel Co. (1913), 78 S. E. 224; First Nat. Bk. v. Warsaw Drug Co. (1914), 81 S. E. 993; Smathers & Co. v. Toxoway Hotel

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Co. (1914), 83 S. E. 844; Sykes v. Everett (1914), 83 S. E. 585.

North Dakota.— Walters v. Rock (1908), 18 N. Dak. 45, 115 N. W. 511; Am. Nat. Bk. v. Lundy (1910), 21 N. Dak. 167, 129 N. W. 99; Bank v. Garcean (1912), 22 N. Dak. 576, 134 N. W. 882; McCarty v. Kepweta (1913), 139 N. W. 992; Stockyard Nat. Bk. of St. Paul, Minn. v. First Nat. Bank of Towner, N. D. (1918), 249 Fed. 421.

Ohio.—Thompson v. Citizens Nat. Bk. of Adams (1909), 32 O. C. 131; Hamilton Mach. Tool Co. v. Memphis Nat. Bk. (1911), 84 Ohio St. 184, 95 N. E. 777.

Oklahoma.— First State Bk. of Oklahoma v. Tobin (1913), 134 Pac. 395; Hudson v. Moore (1913), 130 Pac. 774; Jones v. Citizen's State Bk. (1913), 135 Pac. 373; Western Ex. Bk. of Kansas City v. Coleman (1913), 132 Pac. 488; Hardin v. Dale (1915), 146 Pac. 717; Tr. & Sav. Bk. of Charles City v. Gleichman (1915), 150 Pac. 908; Ringer v. Wilson (1916), 154 Pac. 1145; Cline v. First Nat. Bk. (1918), 170 Pac. 472; Mangold & Glandt Bk. v. Utterback (1918), 174 Pac. 542; Producer's Nat. Bank v. Elrod (1918), 173 Pac. 659.

Oregon.— Everding & Farrell v. Taft (1916), 160 Pac. 1160.

Pennsylvania.— Johnson Co. Sav. Bk. v. Kock (1908), 38 Pa. Super. Ct. 553; Lowry National Bank v. Hazard (1909), 223 Pa. 520; People's Nat. Bk. of Pensacola v. Hazard (1911), 80 Atl. 554; Washington & Canonsburg Ry. Co. v. Murray (1914), 211 Fed. 440; Dominion Trust Co. v. Hildner (1914), 90 Atl. 69; Cox & Sons Co. v. Northampton Brewing Co. (1914), 91 Atl. 859; Levy v. Gilligan (1914), 90 Atl. 647.

South Carolina.— Merchants Nat. Bk. v. Smith (1918), 96 S. E. 690.

Tennessee.— Unaka Nat. Bk v. Butler (1904), 113 Tenn. 674, 83 S. W. 655; Ford v. Brown (1905), 114 Tenn. 467; Pease & Dwyer Co. v. State Nat. Bk. (1905), 114 Tenn. 693. 88 S. W. 172; Jefferson Bk. of St. Louis v. Chapman-Whitee Lyons Co. (1909), 122 Tenn. 415, 123 S. W. 641; First Nat. Bk. of Elgin, Ill. v. Russell (1911), 139 S. W. 734; Madison Tr. Co. v. Stahlman (1916), 183 S. W. 1012.

Texas.— Henderson v. McDaniel (1916), 186 S. W. 865.

Utah.— Cole Banking Co. v. Sinclair (1908), 34 Utah, 454, 98 Pac. 411; McCormick v. Swem (1909), 36 Utah, 6, 102 Pac. 626.

Virginia.— Aragon Coffee Co. v. Rogers (1906), 105 Va. 51; City Nat. Bk. of Roanoke v. Hundley (1911), 70 S. E. 494; Pennington v. Third Nat. Bk. of Columbus, Ga. (1913), 77 S. E. 455; City Nat. Bk. v. McDonald (1914), 83 S. E. 389; Hawkes v. Bowles (1916), 2 Va. Law Reg. N. S. 268; Ratcliffe v. Costello (1915), 85 S. E. 469; Fleshman v. Bibb (1916), 88 S. E. 64; Castron v. Bostic (1918), 96 S. E. 845.

Washington.— McNamara v. Jose (1902), 28 Wash. 461; Yakima Valley Bk. v. McAllister (1905), 37 Wash. 566. 79 Pac. 1119; Keene v. Behan (1905), 40 Wash. 505, 82 Pac. 884; Johnson Co. Sav. Bk. v. Rapp (1907), 47 Wash. 30, 91 Pac. 382; Spencer v. Alki Point Transp. Co. (1909), 53 Wash. 77, 101 Pac.

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509; Gray v. Boyle (1909), 55 Wash. 578, 104 Pac. 828; Scandanavian Am. Bk. v. Johnston (1911), 63 Wash. 187, 115 Pac. 102; Scandanavian Am. Bk. v. Appleton (1911), 63 Wash. 203, 115 Pac. 109; Wells v. Duffy (1912), 69 Wash. 310; Fournier v. Cornish (1913), 133 Pac. 9; Washington Trust Co. v. Keyes (1914), 139 Pac. 638; Citizens Bk. & Trust Co. v. Limpright (1916), 160 Pac. 1046; City Nat. Bk. v. Shelton Elec. Co. (1917), 164 Pac. 993; Schultz v. Crewdson (1917), 163 Pac. 734.

West Virginia.— Interstate Finance Co. v. Schroder (1914), 81 S. E. 552.

Wisconsin.— Quiggle v. Herman (1907), 131 Wis. 379, 111 N. W. 479; Pelton v. Spider Lake S. & L. Co. (1907), 132 Wis. 219, 112 N. W. 29, 122 Am. St. 963; Kipp v. Smith (1908), 137 Wis. 234, 118 N. W. 848.

Wyoming.— Holdsworth v. Blyth & Fargo (1915), 146 Pac. 603.

United States.—Hutchins v. Langley (1906), 27 A. C. (D. C.) 34; Martin v. Poole (1911), 36 A. C. (D. C.) 281; Howell v. Commercial Nat. Bk. (1913), 40 A. C. (D. C.) 370; Hazen v. Van Senden (1915), 43 D. C. App. 161; Mills v. Keep (1912), 197 Fed. 360; First Nat. Bk. of Shenandoah v. Linver (1911), 187 Fed. 16, 109 U. S. C. C. A. 70; Nat. Bk. of Commerce in St. Louis v. Sancho Pag. Co. (1911), 110 C. C. A. 112, 186 Fed. 257; Amalgamated Sugar Co. v. U. S. Nat. Bk. of Portland (1911), 109 C. C. A. 494; Young v. Lowry (1912), 192 Fed. 825, 113 C. C. A. 149; Bison St. Bk. v. Billington (1915), 228 Fed. 116; Piedmont & Caro Ry. Co. v. Shee (1915), 223 Fed. 973; Postal Tel. Cable Co. v. Citizens Nat. Bk. (1916), 228 Fed. 601; Brent v. Simpson (1913), 238 Fed. 285.

Section 57. A holder in due course holds the instrument free from any defect of title of prior parties, and free from defenses available to prior parties among themselves, and may enforce payment of the instrument for the full amount thereof against all parties liable thereon.

Alabama.— Snead v. Barclift (1911), 2 Ala. App. 297; Norris v. Merchants Nat. Bk. (1911), 2 Ala. App. 434, 57 So. 71; Bledsoe v. City Nat. Bk. of Selma (1912), 7 Ala. App. 195, 60 So. 942; Hudson v. Repton State Bk. (1917), 75 So. 695; Jones v. Martin (1917), 74 So. 761; Jones v. Bell (1917), 77 So. 918; Sample v. Tennessee Valley Bk. (1917), 76 So. 936; Vogler v. Manson (1917), 76 So. 117.

Arkansas.— Little v. Arkansas Nat. Bk. (1914), 167 S. W. 75; Manley Carriage Co. v. Fowler and Hill (1917), 194 S. W. 708; Huff v. Iowa City State Bk. (1918), 204 S. W. 306.

Connecticut.— Mersick v. Alderman (1905), 77 Conn. 634, 60 Atl. 109; Johnson Co. Sav. Bk. v. Walker (1909), 82 Conn. 24; s. c., 79 Conn. 348, 65 Atl. 132 (1906), and 80 Conn. 509, 69 Atl. 15; Continental Credit Co. v. Ely (1917), 100 Atl. 435.

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Delaware.— Security Tr. & Safe Dep. Co. v. Duross (1913), 86 Atl. 209.

Florida.—Jones v. The Manitowoc Shipbuilding and Dry Dock Co. (1913), 65 Fla. 467; Bland v. Fidelity Co. (1916), 71 So. 630.

Idaho.—McCarty v. Lowry (1912), 123 Pac. 943; Nelson v. Hudgel (1913), 23 Ida. 327, 130 Pac. 85; Southwest Nat. Bk. of Kansas City v. Baker (1913), 23 Ida. 428, 130 Pac. 799; Harshbarger v. Eby (1916), 156 Pac. 619.

Illinois.—Black v. Downes (1912), 176 Ill. App. 358; Richter v. Burdock (1913), 257 Ill 410, 100 N. E. 1063; Niblack v. Farley (1919), 122 N. E. 160.

Iowa.— Commercial Nat. Bk. v. Citizens State Bk. (1906), 132 Iowa, 706, 109 N. W. 198; Vander Ploey v. Van Zunk (1907), 135 Iowa, 350, 112 N. W. 807; McKnight v. Parsons (1907), 136 Iowa, 390, 113 N. W. 858, 125 Am. St. 265; Kushner v. Abbott (1912), 137 N. W. 913.

Kansas.— Nyhart v. Kubach (1907), 76 Kans. 154, 90 Pac. 796; Gate City Nat. Bk. v. Thrall (1911), 85 Kans. 394.

Kentucky.— Alexander v. Hazelrigg (1906), 123 Ky. 677, 97 S. W. 353; Citizens Bk. v. Bk. of Waddy (1907), 126 Ky. 169, 103 S. W. 249; Chateau Tr. and Banking Co. v. Smith (1909), 133 Ky. 418, 118 S. W. 279; Bothwell v. Corum (1909), 135 Ky. 767, 123 S. W. 291; Lovelace v. Lovelace (1910), 136 Ky. 452, 124 S. W. 400; Jett v. Standafer (1911), 143 Ky. 787, 137 S. W. 513; Holzbog v. Bakrow (1913), 160 S. W. 792; Gahren-Dodge and Maltby v. Parkersburg Nat. Bk. (1914), 162 S. W. 1135; Pratt v. Rounds (1914), 169 S. W. 848.

Louisiana.— Wolf v. Zachary & N. E. R. Co. (1911), 128 La. 1092, 55 So. 685.

Maryland.— Weant v. Southern Tr. and Dep. Co. (1910), 112 Md. 463. 77 Atl. 289.

Massachusetts.— Mass. Nat. Bk. v. Snow (1905), 187 Mass. 159, 72 N. E. 959; Fillebrown v. Hayward (1906), 190 Mass. 472; Colonial Fur Ranching Co. v. First Nat. Bank (1917), 116 N. E. 731; Willard v. Greenwood (1917), 117 N. E. 823.

Michigan.— Hakes v. Thayer (1911), 131 N. W. 174; People's State Bk. v. Miller (1915), 152 N. W. 257.

Missouri.— State Nat. Bk. of Shawnee v. Levy (1910), 141 Mo. App. 288; Southwest Nat. Bk. of Kansas v. House (1913), 157 S. W. 809; Hadley v. Greenville (1916), 187 S. W. 1096; Miller v. Chinn (1917), 195 S. W. 552.

Montana.— Baker State Bank v. Grant (1917), 166 Pac. 27.

Nebraska. — Benton v. Sikyta (1909), 84 Neb. 808, 122 S. W. 60; Storz Brewing Co. v. Skirving (1913), 142 N. W. 669; Ostanberg v. Kavka (1914), 145 N. W. 713.

New Jersey.— Rice v. Barrington (1906), 75 N. J. L. 806, 70 Atl. 169; Davis v. Clark (1914), 90 Atl. 303; Clark v. Barthold (1915), 93 Atl. 699; Bensel v. Anderson (1916), 96 Atl. 910 (N. J. Ch.).

New York.— Ketcham v. Govin (1901), 35 Misc. 375, 71 N. Y. Supp. 991; Benedict v. Kress (1904), 89 N. Y. Supp. 607; Greeser v. Sugarman (1902), 76 N. Y. Supp. 922, 37 Misc. 799; Sutherland v. Mead (1903), 80 A. D. 103, 80 N. Y.

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Supp. 504; Albany Co. Bk. v. People's Co-op. Ice Co. (1904), 92 A. D. 47, 86 N. Y. Supp. 73; Broadway Trust Co. v. Manheim (1905), 47 Misc. 415, 95 N. Y. Supp. 93; Schlesinger v. Kelly (1906), 114 A. D. 546, 99 N. Y. Supp. 1083; Siegmeister v. Lispenard Realty Co. (1907), 107 N. Y. Supp. 158; The Gansevort Bank of N. Y. v. Gilday (1907), 110 N. Y. Supp. 271, 53 Misc. 107; Schlesinger v. Gilhooley (1907), 189 N. Y. 1, 81 N. E. 619; Schlesinger v. Lehmaier (1908), 191 N. Y. 69, 83 N. E. 657, 16 L. R. A. (N. S.) 626, 123 Am. St. 591; Bruck v. Lambeck (1909), 118 N. Y. Supp. 494; Klar v. Kostink (1909), 119 N. Y. Supp. 683; Hurst v. Lee (1911), 143 A. D. 614, 127 N. Y. Supp. 1040; Eq. Tr. Co. v. Taylor (1911), 131 N. Y. Supp. 475, 72 Misc. 52; Eisenberg v. Lefkowitz (1911), 142 A. D. 569; Broderick & Bascom Rope Co. v. McGrath (1913), 142 N. Y. Supp. 496, 81 Misc. 222; Crusins v. Siegman (1913), 142 N. Y. Supp. 348; Cleary v. Dykeman (1914), 146 N. Y. Supp. 611; Emanuel v. Misicki (1914), 149 N. Y. Supp. 905; Oeser v. Behrend (1915), 151 N. Y. Supp. 673; Baldinger & Kupferman Mfg. Co v. Manf.-Citizens Tr. Co. (1915), 156 N. Y. Supp. 445; Curtis v. Davidson (1915), 215 N. Y. 395, 109 N. E. 481; Title Guar. Co. v. Pain (1915), 155 N. Y. Supp. 333; Miller v. Campbell (1916), 160 N. Y. Supp. 834; Garone v. Russo Iodice Realty Co. (1917), 164 N. Y. Supp. 135; Thornton v. Netherlands Amer. Steam Nav. Co. (1917), 165 N. Y. Supp. 682; United Cigar Store Co. v. American Raw Silk Co. (1918), 171 N. Y. Supp. 480; Sabine v. Paine (1918), 223 N. Y. 401, 119 N. E. 849.

North Carolina.— Muchison Nat. Bk. v. Dunn Oil Mills Co. (1909), 150 N. Car. 718, 64 S. E. 885; Vance v. Bryan (1912), 158 N. Car. 502, 74 S. E. 459; Amer. Nat. Bk. of Richmond v. Hill (1915), 85 S. E. 209; Standard Trust Co. v. Commercial Nat. Bk. (1917), 240 Fed. 303, (C. C. A., 4th Ct.).

North Dakota.—Nat. Bk. of Commerce v. Pick (1904), 13 N. Dak. 74, 99 N. W. 63.

Ohio.— Spring Valley Nat. Bk. v. Somers (1910), 21 Ohio Dec. 772; Hamilton Mach. Tool Co. v. Memphis Nat. Bk. (1911), 84 Ohio St. 184, 95 N. E. 777.

Oklahoma.— Wood v. Stickle (1912), 128 Pac. 1082; First State Bk. of Oklahoma City v. Tobin (1913), 134 Pac. 395; Hodgins v. Northwestern Finance Co. (1915), 148 Pac. 717; Mangold & Glandt Bk. v. Utterback (1918), 174 Pac. 542.

Oregon.— Lassas v. McCarty (1906), 47 Oreg. 474, 84 Pac. 76; Amalgamated Sugar Co. v. U. S. Nat. Bk. of Portland, Oreg. (1911), 109 C. C. A. 494; Bailey v. Inland Empire Co. (1915), 146 Pac. 991; Clarinda Trust & Sav. Bk. v. Doty (1917), 163 Pac. 418.

Pennsylvania. — Homewood People's Bk. v. Heckert (1903), 207 Pa. 231; People's Nat. Bk. of Pensacola v. Hazard (1911), 80 Atl. 554; In re Young's Estate (1912), 83 Atl. 201; Wolfgang v. Shirley (1913), 86 Atl. 1011.

South Carolina.—Iowa City State Bk. v. Hoefer (1915), 85 S. E. 406.

Tennessee.— Unaka Nat. Bk. v. Butler (1904), 113 Tenn. 674, 83

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S. W. 655; Jefferson Bk. of St. Louis v. Chapman-Whitee Lyons Co. (1909), 122 Tenn. 415, 123 S. W. 641.

Texas.— Lockney State Bk. v. Martin (1917), 191 S. W. 796 (Tex. Civ. App.); Sayles v. First State Bk. of Abilene (1917), 195 S. W. 230 (Tex. Civ. App.); Zielinski v. Hernig (1917), 195 S. W. 952 (Tex. Civ. App. 3.

Utah.— McCormick v. Swem (1909), 36 Utah, 6, 102 Pac. 626; Smith v. Brown (1917), 165 Pac. 468; Rosenblum v. Gonnell (1918), 173 Pac. 243.

Virginia.— Aragon Coffee Co. v. Rogers (1906), 105 Va. 51; Pennington v. Third Nat. Bk. of Columbus, Ga. (1913), 77 S. E. 455; Anderson v. Union Bk. of Richmond (1915), 83 S. E. 1080; Fleshman v. Bibb (1916), 88 S. E. 64; Colona v. Parksley Nat. Bk. (1917), 92 S E. 979.

Washington.— McNamara v. Jose (1902), 28 Wash. 461; Jamieson and McFarland v. Heim (1906), 43 Wash. 153, 86 Pac. 165; Amer. Sav. Bk. & Tr. Co. v. Helgesen (1911), 64 Wash. 54, 116 Pac. 837; Schultz v. Crewdson (1917), 163 Pac. 734; City Nat. Bk. v. Shelton Elec. Co. (1917), 164 Pac. 993; Interstate Finance Co. v. Schroder (1914), 81 S. E. 552.

West Virginia.— Rusmissell v. White Oak Stave Co. (1917), 92 S. W. 672; Nisson v. Shaffer (1918), 96 S. E. 1023.

Wisconsin.— Quiggle v. Herman (1907), 131 Wis. 379, 111 N. W. 479; Arnd v. Sjoblom (1907), 131 Wis. 642, 111 N. W. 666; Northfield Nat. Bk. v. Arndt (1907), 132 Wis. 383, 112 N. W. 451; Samson v. Ward (1911), 147 Wis. 48, 132 N. W. 629; Green v. Gunsten (1913), 142 N. W. 261.

Wyoming.— Holdsworth v. Blyth and Fargo (1915), 146 Pac. 603.

United States.— First Nat. Bk. of Shenandoah v. Linver (1911), 187 Fed. 16 (Neb.), 109 U. S. C. C. A. 70; Nat. Bk. of Commerce in St. Louis v. Sancho Pag. Co. (1911), 110 C. C. A. 112, 186 Fed. 257 (La.); Milton v. Pensacola Bk. & Tr. Co. (1911), 190 Fed. 126, 111 C. C. A. 166; Cutler v. Fry (1917), 240 Fed. 238 (U. S. D. C.).

Section 58. In the hands of any holder other than a holder in due course, a negotiable instrument is subject to the same defenses as if it were non-negotiable. But a holder who derives his title through a holder in due course, and who is not himself a party to any fraud or illegality affecting the instrument, has all the rights of such former holder in respect of all parties prior to the latter.

Alabama.— Stone v. Goldberg & Lewis (1912), 6 Ala. App. 249, 60 So. 744; Jones v. Bell (1917), 77 So. 918.

Arkansas.— Hooten v. State (1915), 178 S. W. 310; Dodd v. Axle Nut Sign Co. (1916), 189 S. W. 663.

California.— Palo Alto & L. Asso. v. First Nat. Bk. (1917), 164 Pac. 1124.

Connecticut.— Mersick v. Alder-

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man (1905), 77 Conn. 634, 60 Atl. 109; Johnson Co. Sav. Bk. v. Walker (1909), 82 Conn. 24; s. c., 79 Conn. 348, 65 Atl. 1906; 80 Conn. 509, 69 Atl. 15.

Florida.—Tucker v. Fouts (1917), 76 So. 130.

Illinois.— Strauss v. Citizen's St. Bk. of Elmhurst (1911), 164 Ill. App. 420.

Iowa.— McKnight v. Parsons (1907), 136 Iowa, 390, 3 N. W. 858, 125 Am. St. 265; Fullerton Lumber Co. v. Snouffer (1908), 139 Iowa, 176, 117 N. W. 50; City Nat. Bk. v. Jordan (1908), 139 Iowa, 499, 117 N. W. 578; Citizen's State Bk. v. Lankin (1912), 134 N. W. 882; German-Am. Bk. v. Kelley (1917), 166 N. W. 1053.

Kansas.— Underwood v. Fosha (1913), 89 Kans. 768; Smith v. Nelson Land & Cattle Co. (1914), 212 Fed. 56; Rodgers v. Slaveno (1917), 165 Pac. 655; Stevens v. Keegan (1918), 172 Pac. 1025.

Kentucky.— Austin v. First Nat. Bk. of Scottsville (1912), 150 Ky. 113; Bernard v. Napier (1916), 181 S. W. 624; Bk. of Willard v. Pennsylvania & Ky. Firebrick Co. (1917), 194 S. W. 110; Ohio Valley Bk. & Tr. Co. v. Gt. Southern Fire Ins. Co. (1917), 197 S. W. 399; Sparr v. Fulton Nat. Bk. (1918), 201 S. W. 310.

Louisiana.— Wolf v. Zachary & N. E. R. Co. (1911), 128 La. 1092, 55 So. 685; Dicks v. Johnson (1913), 63 So. 700.

Maryland.—Spoerer v. Wehland (1917), 100 Atl. 287.

Massachusetts.—Symonds v. Riley (1905), 188 Mass. 470, 74 N. E. 926; DeReiset v. Longhery (1910), 205 Mass. 8, 91 N. E. 297; Berenson v. Conant (1913), 214 Mass. 127, 101 N. E. 60.

Michigan. — Poss v. Meader (1915), 155 N. W. 425.

Minnesota.— Bk. of Willow River v. Pangerl (1917), 165 N. W. 479.

Mississippi.— Adair v. Bank of Hickory Flat (1917), 75 So. 759; Homes Bros. v. McCall (1916), 74 So. 786.

Missouri.—Long v. Shafer (1914), 171 S. W. 690; Farmers & Traders Bk. v. Laird (1915), 175 S. W. 116; Morbrose Inv. Co. v. Flick (1915), 174 S. W. 189; Hadley v. Greenville (1916), 187 S. W. 597; Miller v. People's Sav. Bk. (1916), 186 S. W. 547; Schlanep v. Manewall (1918), 190 S. W. 658; Miller v. Chinn (1918), 203 S. W. 212.

Montana.— Baker State Bk. v. Grant (1917), 166 Pac. 27; Buhler v. Loftus (1917), 165 Pac. 601.

Nebraska.— Ostenberg v. Kavka (1914), 145 N. W. 713.

New York.— M. Groh's Sons Co. v. Schneider (1901), 34 Misc. 195, 68 N. Y. Supp. 682; Jennings v. Carlucci (1904), 87 N. Y. Supp. 475; Am. Seeding Machine Co. v. Slocum (1907), 108 N. Y. Supp. 1042, 58 Misc. 458; Weiss v. Rieser (1909), 62 Misc. 292, 114 N. Y. Supp. 983; Bruck v. Lambeck (1909), 118 N. Y. Supp. 494; Horan v. Mason (1910), 141 A. D. 89; Royal Bk. of N. Y. v. Reinschreiber (1911), 126 N. Y. Supp. 749; Thornton v. Netherlands-Amer. Steam Nav. Co. (1917), 165 N. Y. Supp. 682; Kelso & Co. v. Ellis (1919), 224 N. Y. 528, 121 N. E. 364; Farmers State Bk. of Cologne v. McGrath (1919), 170 N. W. 209.

North Dakota.— Bank v. Garcean (1912), 22 N. Dak. 576, 134 N. W.

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882; McCarty v. Kepveta (1913), 139 N. W. 992.

Ohio.—Thompson v. Citizens Nat. Bk. of Adams, N. Y. (1909), 32 O. C. 131; Spring Valley Nat. Bk. v. Somers (1910), 21 Ohio Dec. 772.

Oklahoma.—City Nat. Bk. v. Kelly (1915), 151 Pac. 1172; Douglass v. Brown (1916), 155 Pac. 887; Curless v. Ruland (1916), 155 Pac. 1182; Deming Investment Co. v. Shannon (1917), 162 Pac. 471.

Oregon.—Hull v. Agnus (1911), 60 Oreg. 95, 118 Pac. 284.

Pennsylvania.—Lindsay v. Dutton (1907), 217 Pac. 148, 66 Atl. 250.

South Dakota.—Muschelwicz v. Tidrick (1918), 167 N. W. 499.

Texas.—Landon v. Huston Drug Co. (1916), 190 S. W. 534.

Virginia.—Aragon Coffee Co. v. Rogers (1906), 105 Va. 51; Pennington v. Third Nat. Bk. of Columbus, Ga. (1913), 77 S. E. 455; Cit. Nat. Bk. v. McDonald (1914), 83 S. E. 389.

Washington.—Bradley Engineering & Mfg. Co. v. Heyburn (1910), 56 Wash. 628, 106 Pac. 170; Moyses v. Bell (1911), 62 Wash. 534, 114 Pac. 193; Wells v. Duffy (1912), 69 Wash. 310; Fournier v. Cornish (1913), 133 Pac. 9; Metzger v. Sigall (1914), 145 Pac. 72.

Wisconsin.—Andrews v. Robertson (1901), 111 Wis. 324, 87 N. W. 190; Marling v. Fitzgerald (1909), 138 Wis. 93, 120 N. W. 388; Comstock v. Buckley (1910), 141 Wis. 228, 124 N. W. 414.

United States.—Wirt v. Stubblefield (1900), 17 A. C. (D. C.) 283; Bryan v. Barr (1903), 21 D. C. App. 190; Amalgamated Sugar Co. v. U. S. Nat. Bk. of Portland, Oreg. (1911), 109 C. C. A. 494; Nat. Bk. of Commerce in St. Louis v. Sancho Pag. Co. (1911), 110 C. C. A. 112, 186 Fed. 257; Herman v. Combs (1912), 85 Atl. 1044; Cutler v. Fray (1917), 240 Fed. 238; Yates Center Nat. Bk. v. Schaede (1917), 240 Fed. 240.

Section 59. Every holder is deemed *prima facie* to be a holder in due course; but when it is shown that the title of any person who has negotiated the instrument was defective, the burden is on the holder to prove that he or some person under whom he claims acquired the title as holder in due course. But the last-mentioned rule does not apply in favor of a party who became bound on the instrument prior to the acquisition of such defective title.

Alabama.—Bledsoe v. City Nat. Bk. of Selma (1912), 7 Ala. App. 195, 60 So. 942; Bruce v. Citizen's Nat. Bk. of Lineville (1913), 63 So. 82; Ger.-Am. Nat. Bk. v. Lewis (1913), 63 So. 741; Tatum v. Commercial Bk. & Tr. Co. (1914), 64 So. 561; Ger.-Am. Nat. Bk. v. Lewis (1913), 9 Ala. App. 352; Hudson v. Repton State Bk. (1917), 75 So. 695; Davies v. Simpson (1918), 79 So. 48.

Arkansas.—Pinson v. Cobb (1914), 166 S. W. 943; Keathley v. Holland Banking Co. (1914), 166 S. W. 953; Williamson v. Miles (1914), 169 S. W. 368; Finney v. Rollins (1917), 192 S. W. 210.

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California.— Burns v. Bauer (1918), 174 Pac. 346.

Colorado.— Johnson Co. Sav. Bk. v Gregg (1911), 51 Colo. 358, 117 Pac. 1003; First Nat. Bk. of Iowa City v. Smith (1913), 136 Pac. 460; Irvine v. Minshull (1915), 152 Pac. 1150.

Connecticut.— Parsons v. Utica Cement Mfg. Co. (1907), 80 Conn. 58, 66 Atl. 1024; Johnson Co. Sav. Bk. v. Walker (1909), 82 Conn. 24; s. c., 79 Conn. 348, 65 Atl. 132 (1906), 80 Conn. 509, 69 Atl. 15; Harris v. Johnson (1915), 93 Atl. 126; New Haven Nat. Banking Assn. v. Jordan (1918), 104 Atl. 392.

Florida.— Berryhill-Cromatic Co. v. Manitowoc Shipbuilding & Dry Dock Co. (1913), 63 So. 720; Bass v. Lee (1917), 74 So. 7.

Idaho.— Winter v. Nobs (1910), 19 Ida. 18, 112 Pac. 525; Park v. Johnson (1911), 20 Ida. 548, 119 Pac. 52; Shellenberger v. Nourse (1911), 20 Ida. 323, 118 Pac. 508; Brown v. Miller (1912), 22 Ida. 307, 125 Pac. 981; Altschul v. Rogers (1912), 63 Ida. 512, 126 Pac. 1048.

Illinois.— Peterson v. Emery (1910), 154 Ill. App. 294; Stitzel v. Miller (1910), 157 Ill. App. 401; Black v. Downes (1912), 176 Ill. App. 358; Richter v. Burdock (1913), 257 Ill. 410, 100 N. E. 1063; Christina v. Cuseniano (1912), 129 Ill. 873, 57 So. 157; McClory v. Towne (1912), 173 Ill. App. 113; Weir & Craig Mfg. Co. v. Bonus (1913), 177 Ill. App. 626; Justice v. Stonecipher (1915), 108 N. E. 722, 267 Ill. 448.

Indiana.— Bright Nat. Bk. of Flora v. Hartman (1915), 109 N. E. 846; Boxell v. Bright Nat. Bk. (1916), 112 N. E. 3.

Iowa.— Keegan v. Rock (1905), 128 Iowa, 39, 102 N. W. 805; Vander Ploey v. Van Zunk (1907), 135 Iowa, 350, 112 N. W. 807; McKnight v. Parsons (1907), 136 Iowa. 390, 113 N. W. 858, 125 Am. St. 365; Hawkins v. Young (1908), 114 N. W. 1041; City Dept Bk. v. Green (1908), 138 Iowa, 156, 115 N. W. 893; Cox v. Cline (1908), 139 Iowa, 128, 117 N. W. 48; City Nat. Bk. v. Jordan (1908), 139 Iowa, 499, 117 N. W. 578; O'Connor v. Kleiman (1909), 143 Iowa, 435, 121 N. W. 1088; Iowa Nat. Bk. v. Carter (1909), 144 Iowa, 715, 123 N. W. 237; Arnd v. Aylesworth (1909), 145 Iowa, 185, 123 N. W. 1000; Kushner v. Abbott (1912), 137 N. W. 913; Bank of Bushnell v. Buck Bros. (1913), 142 N. W. 1004; LeClere v. Philpott (1915), 151 N. W. 825; Robertson v. United States Live Stock Co. (1914), 145 N. W. 535; Stotts v. Fawfield (1914), 145 N. W. 61; Biggs v. Carter (1917), 161 N. W. 322; State v. Wegener (1917), 162 N. W. 1040; German-Am. Bk. v. Kelley (1918), 166 N. W. 1053; Limdeau v. Hamilton (1918), 169 N. W. 208.

Kansas.— Abemeyer v. First Nat. Bk. of Horton (1907), 76 Kans. 877, 92 Pac. 1109; Underwood v. Quantie (1911), 116 Pac. 361; Murchison v. Nies (1912), 87 Kans. 77; The Stock Ex. Bk. v. Wykes (1913), 88 Kans. 750; Ireland v. Shore (1914), 137 Pac. 926; Nat. Bk. v. Lyons Exchange Bk. (1917), 164 Pac. 137; Security State Bk. of Wichita v. Seannier (1919), 178 Pac. 239.

Kentucky.—Wilkins v. Usher (1906), 123 Ky. 696, 97 S. W. 37;

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Citizens Bk. v. Bk. of Waddy (1907), 126 Ky. 169, 103 S. W. 249; Callaghan v. Louisville Dry Goods Co. (1910), 14 Ky. 712, 131 S. W. 995; Campbell v. Fourth Nat. Bk. of Cincinnati (1900), 137 Ky. 555, 126 S. W. 114; Asbury v. Taube (1912), 151 S. W. 372; Muir v. Edelen (1913), 160 S. W. 1048; Harrison v. Ford (1914), 165 S. W. 663; Pratt v. Rounds (1914), 169 S. W. 848; Bernard v. Mapier (1916), 181 S. W. 624; Mackenzie v. Eschman's Exrs. (1917), 192 S. W. 521; Commercial Sec. Co. v. Archer (1918), 201 S. W. 479.

Maryland.— Arnd v. Heckert (1908), 108 Md. 300, 70 Atl. 417; Weant v. Southern Tr. & Dep. Co. (1910), 112 Md. 463, 77 Atl. 289; Stouffer v. Alford (1910), 114 Md. 110, 78 Atl. 387; Wilson v. Kelso (1911), 115 Md. 162, 80 Atl. 895.

Massachusetts.— Savage v. Goldsmith (1902), 181 Mass. 420; Regester's Sons & Co. v. Reed (1904), 185 Mass. 226, 70 N. E. 53; Bass v. Inhabitants of Wellesley (1906), 192 Mass. 526; Feigenspan v. McDonald (1909), 201 Mass. 341, 87 N. E. 624; Berenson v. Conant (1913), 214 Mass. 127, 101 N. E. 60; Lewiston Trust & Safe Dep. Co. v. Shackford (1913), 213 Mass. 432; Munroe v. Stanley (1915), 107 N. E. 1012; Nat. Inv. & Security Co. v. Cirey (1916), 111 N. E. 357; Colonial Fur Ranching Co. v. First Nat. Bk. (1917), 116 N. E. 731.

Michigan.— Gen. Conf. Assn. etc. v. Mich. Sanitarium (1911), 166 Mich. 504; Merchants Nat. Bk. v. Wadsworth (1911), 166 Mich. 528, 131 N. W. 1108; Hakes v. Thayer (1911), 131 N. W. 174; Crosby v. Reynolds (1912), 196 Fed. 640; Poss v. Meader (1915), 155 N. W. 425; Van Slyke v. Rooks (1914), 147 N. W. 579.

Minnesota.— Ger.-Am. Bk. of Ritzville v. Lyons (1914), 149 N. W. 658; Stevens v. Pearson (1917), 163 N. W. 770.

Missouri.— Burchett v. Fink (1909), 139 Mo. App. 381; State Nat. Bk. of Shawnee v. Levy (1910), 141 Mo. App. 288; Johnson Co. Sav. Bk. v. Redfearn (1910), 141 Mo. App. 386; Bk. of Ozark v. Hanks (1910), 142 Mo. App. 110, 125 S. W. 221; Reeves v. Litts (1910), 143 Mo. App. 196, 128 S. W. 246; Johnson Co. Sav. Bk. v. Mills (1910), 14 3Mo. App. 265, 127 S. W. 425; Bk. of Ozark v. Tuttle (1910), 144 Mo. App. 294; Settles v. Moore & Scobee (1910), 149 Mo. App. 724; Hill v. Dillon (1910), 151 Mo. App. 86; Jones v. Miner's & Merchants Bk. (1910), 128 S. W. 829; Jobes v. Wilson (1910), 124 S. W. 548; Link v. Jackson (1911), 158 Mo. App. 63, 139 S. W. 588; Birch Tree State Bk. v. Dowler (1912), 163 Mo. 65, 145 S. W. 843; Hill v. Dillon (1913), 161 S. W. 881; State Bk. of Freeport v. Cape Girardeau & C. R. Co. (1913), 155 S. W. 1111; Nance v. Hayward (1914), 170 S. W. 429; Wade v. Boone (1914), 168 S. W. 360; Wing v. Un. Cent. Life Ins. Co. (1914), 168 S. W. 917; Bank of Polk v. Wood (1915), 173 S. W. 1093; Chandler v. Hedrick (1915), 173 S. W. 93; Farmers & Merchants Bk. v. Munson (1915), 177 S. W. 778; Engles v. Williams (1918), 203 S. W. 671.

Montana.— State Bk. of Moore v. Forsythe (1910), 41 Mont. 249; N. W. Improvement Co. v. Rhoades (1916), 158 Pac. 832; Citizen's State

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Bk. of Roundup v. Smelling (1919), 178 Pac. 744.

Nebraska.— Bolew v. Wright (1911), 89 Neb. 116, 131 N. W. 185; Central Nat. Bk. v. Ericson (1912), 92 Neb. 396, 138 N. W. 563; Ostenberg v. Kavka (1914), 145 N. W. 713; Marshall v. Kirschbaum (1917), 161 N. W. 577.

New Jersey.— DeYonge & Co. v. Woodport Hotel & Land Co. (1909), 77 N. J. L. 233; Louis DeYonge & Co. v. Woodport Hotel & Land Co. (1909), 72 Atl. 439.

New Mexico.— Gibby v. Carrillo (1919), 177 Pac. 894.

New York.—Lucker v. Iba (1900), 54 A. D. 566, 66 N. Y. Supp. 1019; Cahen v. Everitt (1901), 67 A. D. 86; Sutherland v. Mead (1903), 80 A. D. 103, 80 N. Y. Supp. 504; Karsch v. Pottier & Stymers Mfg. & Importing Co. (1903), 81 N. Y. 782, 82 A. D. 230 Mitchell v. Baldwin (1903), 88 A. D. 265, 84 N. Y. Supp. 1043; Packard v. Windholz (1903), 40 Misc. 347, affirmed 88 A. D. 365; Benedict v. Kress (1904), 89 N. Y. Supp. 607; Consolidated Nat. Bk. v. Kirkland (1904), 99 A. D. 121, 91 N. Y. Supp. 353; Engle v Hyman (1907), 104 N. Y. Supp. 390, 54 Misc. 251; Colborn v. Arbrean (1907), 54 Misc. 623, 104 N. Y. Supp. 968; Nat. Bk. of Barre v. Foley (1907), 54 Misc. 126, 103 N. Y. Supp. 553; Siegel v. Oehl (1908), 110 N. Y. Supp. 916; Strauss v. St. Louis Co. Bk. (1908), 126 A. D. 647; Packard v. Figlinolo (1909), 114 N. Y. Supp. 753; Bech v. Maller (1909), 115 N. Y. Supp. 596; Becker v. Hart (1909), 120 N. Y. Supp. 270; Republic Life Ins. Co. v. Hudson Trust Co. (1909), 130 A. D. 618; Manufacturer's Commercial Co. v. Blitz (1909), 131 A. D. 17, 115 N. Y. Supp. 402; Midwood Park Co. v. Baker (1910), 128 N. Y. Supp. 954; Burst v. Lee (1911), 143 A. D. 614, 127 N. Y. Supp. 1040; Kennedy v. Spilka (1911), 129 N. Y. Supp. 390; Eisenberg v. Lefkowitz (1911), 142 A. D. 569; Bass v. Goldstein (1913), 83 Misc. 412, 145 N. Y. Supp. 38; Laing v. Hudgens (1913), 143 N. Y. Supp. 763, 82 Misc. 388; Nat. Discount Co. v. William R. Jenkins Co. (1913), 143 N. Y. Supp. 996; Spencer & Co. v. Brown (1913), 143 N. Y. Supp. 994; Waxberg v. Stappler (1913), 83 Misc. 78, 144 N. Y. Supp. 608; Cleary v. Dykeman (1914), 146 N. Y. Supp. 611; Peterson v. Alton (1914), 147 N. Y. Supp. 280; Zivendling v. Kitrosser (1914), 148 N. Y. Supp. 99; Interboro Brewing Co. v. Doyle (1915), 151 N. Y. Supp. 325; Ecks v. Montanara (1915), 152 N. Y. Supp. 1010; Mech. & Metals Nat. Bk. v. Termini (1915), 156 N. Y. Supp. 433; Anchor Realty Co. v. Bankers Trust Co. (1916), 161 N. Y. Supp. 300; Jarone v. Russo-Iodice Realty Co. (1917), 164 N. Y. Supp. 135; Monk v. 23d Ward Bank (1917), 165 N. Y. Supp. 1055; Thornton v. Netherlands Steam Nav. Co. (1917), 165 N. Y. Supp. 682; Kuflik v. Vaccaro (1918), 170 N. Y. Supp. 13; Martindale v. DeKay (1918), 166 N. Y. Supp. 405; Korn v. Davis (1919), 172 N. Y. Supp. 440; Robert G. Thomas Co. v. Zeiter (1918), 171 N. Y. Supp. 244.

North Carolina.— Mayers v. McRimmon (1906), 140 N. Car. 640, 53 S. E. 447, 111 Am. St. 879; Singer Mfg. Co. v. Summers (1906), 143 N. Car. 102, 55 S. E. 522; Am.

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Nat. Bk. v. Fountain (1908), 62 S. E. 738, 148 N. Car. 590; Murchison Nat. Bk. v. Dunn Oil Mills Co. (1909), 150 N. Car. 718, 64 S. E. 885; Johnston Co. Sav. Bk. v. Chase (1909), 151 N. Car. 108; First Nat. Bk. of Kansas City v. Griffin (1910), 153 N. Car. 72; Myers v. Petty (1910), 153 N. Car. 462; Chadwick v. Kirkman (1912), 159 N. Car. 259, 74 S. E. 968; First Nat. Bk. of Lumberton v. Brown (1912), 160 N. Car. 23; Fidelity Trust Co. v. Ellen (1913), 79 S. E. 263; Standing Stone Nat. Bk. v. Walser (1913), 77 S. E. 1006; Vaughan v. Exam. (1913), 161 N. Car. 492, 77 S E. 679; Third Nat. Bk. of St. Louis v. Exam. (1913), 79 S. E. 498; First Nat. Bk. v. Warsaw Drug Co. (1914), 81 S. E. 993; Fidelity Trust Co. v. Whitehead (1914), 80 S. E. 1065; Merchants Nat. Bk. of Indianapolis v. Branson (1914), 81 S. E. 410; Raleigh Banking & Tr. Co. v. Clark (1906), 90 S. E. 200; Gulf States Steel Co. v. Ford (1917), 91 S. E. 844; Metropolitan Discount Co. v. Becker (1919), 97 S. E. 495.

North Dakota.— Drenkall v. Movins State Bk. (1911), 118 N. Dak. 10, 88 N. W. 724; Tamlyn v. Peterson (1906), 15 N. Dak. 488, 107 N. W. 1081; Kerr v. Anderson (1907), 16 N. Dak. 36, 111 N. W. 614; McCarty v. Kepweta (1913), 139 N. W. 992; Farmer's Bank of Mercer Co. v. Riedlinger (1914), 146 N. W. 556; Northern Savings Bk. v. Kelly (1915), 154 N. W. 650.

Ohio.—Wehrman v. Beech (1906), 28 O. C. 128; Carrara Paint Agency Co. v. Nat. Bk. of Barberton (1906), 29 O. C. 485; Thompson v. Citizens Nat. Bk. of Adams (1909), 32 O. C. 131; Spring Valley Nat. Bk. v. Somers (1910), 21 Ohio Dec. 772; Hamilton Mach. Tool Co. v. Memphis Nat. Bk. (1911), 84 Ohio St. 184, 95 N. E. 777.

Oklahoma.— Wood v. Stickle (1912), 128 Pac. 1082; Hudson v. Moore (1913), 130 Pac. 774; Jones v. Citizen's State Bk. (1913), 135 Pac. 373; Western Ex. Bk. of Kansas City v. Coleman (1913), 132 Pac. 488; Gourley v. Pioneer Loan Co. (1915), 151 Pac. 1072; Waldock v. Winkler (1915), 152 Pac. 99; Barry v. Kniseley (1916), 155 Pac. 1168; Pittsburg Mfg. Inst. Co. v. Robins (1916), 158 Pac. 929; Mangold & Glandt Bk. v. Utterback (1918), 174 Pac. 542.

Oregon.— Brown v. Feldwert (1905), 46 Oreg. 363, 80 Pac. 414; Mills v. Keep (1912), 197 Fed. 360; Everding & Farrell v. Taft (1916), 160 Pac. 1160.

Pennsylvania. — Kensington Nat. Bk. v. Ware (1906), 32 Pa. Super. Ct. 247; Hatboro Nat. Bk. v. Stevenson (1907), 33 Pa. Super. Ct. 144; Stouffer v. Kelchner (1908), 38 Pa. Super. Ct. 475; Lowry Nat. Bk. v. Hazard (1909), 223 Pa. 520; Schultheis v. Sellers (1909), 223 Pa. 513, 72 Alt. 887; Grange Trust Co. v. Brown (1911), 49 Pa. Sup. 274; Second Nat. Bk. of Pittsburg v. Hoffman (1911), 229 Pa. Ct. 429, 78 Atl. 1002; First Nat. Bk. of Bangor v. Paff (1913), 87 Atl. 841; Levy v. Gilligan (1914), 90 Atl. 647.

Rhode Island.—Cook v. Am. Tubing & Webbing Co. (1906), 28 R. I. 41, 65 Atl. 641.

South Dakota.— Barnard v. Tidrick (1915), 152 N. W. 690; Peterson v. Hoftiezer (1915), 150 N. W.

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934; Shade v. Barnes Bros. (1915), 151 N. W. 42.

Texas.— Tuke v. Feagin (1915), 181 S. W. 805.

Utah.— Warren v. Smith (1909), 35 Utah, 455, 100 Pac. 1069; McCormick v. Swem (1909), 36 Utah, 6. 102 Pac. 626; Miller v. Marks (1915), 148 Pac. 412.

Vermont.— City Sav. & Trust Co. v. Peck (1918), 103 Atl. 1020.

Virginia.— Aragon Coffee Co. v. Rogers (1906), 105 Va. 51; Hawse v. First Nat. Bk. of Piedmont, W. Va. (1912), 113 Va. 588; Miller v. Norton & Smith (1913), 77 S. E. 452.

Washington.— Keene v. Behan (1905), 40 Wash. 505, 82 Pac. 884; Hawse v. First Nat. Bk. of Piedmont (1912), 75 S. E. 127; Pennington v. Third Nat. Bk. of Columbus, Ga. (1913), 77 S. E. 455; Holdsworth v. Anderson (1916), 87 S. E. 565; Gosline v. Dryfoos (1907), 45 Wash. 396, 88 Pac. 634; Ireland v. Scharpenburg (1909), 54 Wash. 558, 103 Pac. 801; Bradley Engineering & Mfg. Co. v. Heyburn (1910), 56 Wash. 628, 106 Pac. 170; Cedar Rapids Nat. Bk. v. Myhre (1910), 57 Wash. 596, 107 Pac. 518; Gottstein v. Simmons (1910), 59 Wash. 178; City Nat. Bk. of Lafayette v. Mason (1911), 58 Wash. 492, 108 Pac. 1071; Moyses v. Bell (1911), 62 Wash. 534, 114 Pac. 193; Scandinavian Am. Bk. v. Johnston (1911), 63 Wash. 187, 115 Pac. 102; Wells v. Duffy (1912), 69 Wash. 310; Fournier v. Cornish (1913), 133 Pac. 9; Union Inv. Co. v. Rosenzweig (1914), 139 Pac. 874; McLaughlin v. Dopps (1915), 147 Pac. 6; City Nat. Bk. v. Shelton Elec. Co. (1917), 164 Pac. 993.

West Virginia.— Interstate Finance Co. v. Schroder (1914), 81 S. E. 552.

Wisconsin.— Hodge v. Smith (1907), 130 Wis. 326, 110 N. W. 192; Pelton v. Spider Lake S. & I. L. Co. (1907), 132 Wis. 219, 112 N. W. 29, 122 Am. St. 963; Northfield Nat. Bk. v. Arndt (1907), 132 Wis. 383, 112 N. W. 451; Shaffer v. Peavey (1915), 152 N. W. 829.

Wyoming.— Acme Coal Co. v. Northrup Nat. Bk. of Iola (1915), 146 Pac. 593; Holdsworth v. Blyth & Fargo (1915), 146 Pac. 603; Capitol Hill St. Bk. v. Rawlins Nat. Bk. (1916). 160 Pac. 1171.

United States.— Bryan v. Barr (1903), 21 D. C. App. 190; Johnson Co. Sav. Bk. v. Mendell (1911), 38 A. C. (D. C.) 413; Thompson v. Franklin Nat. Bk. (1917), 45 D. C. App. 218; First Nat. Bk. of Shenandoah v. Linver (1911), 187 Fed. 16, 109 U. S. C. C. A. 70; Nat. Bk. of Com. in St. Louis v. Sancho Pag. Co. (1911), 110 C. C. A. 112, 106 Fed. 257; In re Hill (1911), 187 Fed. 214; Amalgamated Sugar Co. v. U. S. Nat. Bk. of Portland, Oreg. (1911), 109 C. C. A. 494.

ARTICLE V.

LIABILITIES OF PARTIES.

Section 60. The maker of a negotiable instrument by making it engages that he will pay it according to its tenor, and admits the existence of the payee and his then capacity to endorse.

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Alabama.— Jefferson Co. Sav. Bk. v. Compton (1915), 68 So. 261.

Arizona.— Cowan v Ramsay (1914), 140 Pac. 501.

Colorado.— McMann v. Walker (1903), 31 Colo. 261, 72 Pac. 1055; Ullery v. Brohm (1904), 20 Colo. App. 389, 79 Pac. 180; Citizen's Tr. Co. v. Abston (1917), 242 Fed. 392.

Florida.— Hough v. State Bk. of New Smyna (1911), 61 Fla. 290, 155 So. 461.

Iowa.— Hoyt v. Griggs (1914), 146 N. W. 745.

Kansas.—German-American State Bk. v. Watsen (1917), 163 Pac. 737, 99 Kans. 686; State Bk. v. Jeltz (1917), 167 Pac. 1067; Conqueror Trust Co. v. Danford (1919), 177 Pac. 357.

Massachusetts.— Union Tr. Co. v. McGinty (1912), 212 Mass. 205, 98 N. E. 679; Harvey v. Squire (1914), 105 N. E. 355.

Michigan.— Neyens v. Worthington (1908), 150 Mich. 580, 114 N. W. 404, 18 L. R. A. (N. S.) 142.

Mississippi.—Moyse Real Est. Co. v. First Nat. Bk. of Commerce (1916), 70 So. 821.

Missouri.—Young v. Gans (1908), 134 Mo. App. 166, 113 S. W. 735.

Nebraska.— First Nat. Bk. of Shenandoah v. Kelgord (1912), 91 Neb. 178, 135 N. W. 548.

New York.— Halsey v. Henry Jewett Co. (1907), 190 N. Y. 231, 83 N. E. 25; Ryan v. Sullivan (1911), 143 A. D. 471; Savine v. Paine (1915), 151 N. Y. Supp. 735; Lazarowitz v. Stafford (1917), 167 N. Y. Supp. 910.

North Dakota.—Nat. Bk. of Commerce v. Pick (1904), 13 N. D. 74, 99 N. W. 63; Grover v. Muratt (1912), 23 N. Dak. 577, 137 N. W. 830; Spring Valley Nat. Bk. v. Soners (1910), 21 Ohio Dec. 772.

Oklahoma.— Norman v. Lambert (1915), 153 Pac. 1097; Oklahoma Bank v. Seaton (1918), 170 Pac. 477.

Oregon.— Hill v. McCrow (1918), 170 Pac. 306.

Pennsylvania. — Weiskucher v. Connelly (1917), 100 Atl. 965; Wostenholme v. Smith (1908), 34 Utah, 300, 97 Pac. 329.

Washington.—Hillman v. Stanley (1909), 56 Wash. 320, 105 Pac. 816; Fisk Rubber Co. v. Pinkey (1918), 170 Pac. 581.

West Virginia. — Rusmissel v. White Oak Co. (1917), 92 S. E. 672.

United States.—Edwards v. Goode (1916), 228 Fed. 664; First Nat. Bk. of Memphis v. Towner (1917), 239 Fed. 433.

Section 61. The drawer by drawing the instrument admits the existence of the payee and his then capacity to endorse; and engages that on due presentment the instrument will be accepted or paid, or both, according to its tenor, and that if it be dishonored and the necessary proceedings on dishonor be duly taken, he will pay the amount thereof to the holder, or to any subsequent indorser who may be compelled to pay it. But the drawer may insert in

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the instrument an express stipulation negativing or limiting his own liability to the holder.

Idaho.— Armstrong v. Sleck (1908), 14 Ida. 208, 93 Pac. 775.

Illinois.—Simonoff v. Granite City Nat. Bk. (1917), 116 N. E. 636.

Michigan.— People's State Bk. v. Miller (1915), 152 N. W. 257.

Minnesota.— Baxter v. Brandenburg (1917), 163 N. W. 517.

Nebraska.— Nat. Bk. of Commerce v. Bossemeyer (1917), 162 N. W. 503.

New York.— Weiss v. Rieser (1909), 62 Misc. 292, 114 N. Y. Supp. 983; U. S. Rail Co. v. Wiener (1915), 155 N. Y. Supp. 425.

Oregon.— State v. Hammelsey (1908), 52 Oreg. 156, 96 Pac. 865.

Section 62. The acceptor by accepting the instrument engages that he will pay it according to the tenor of his acceptance; and admits:

(1) The existence of the drawer, the genuineness of his signature, and his capacity and authority to draw the instrument; and,

(2) The existence of the payee and his then capacity to endorse.

Alabama.—Robinson Banking Co. v. Brasfield (1918), 79 So. 651.

Connecticut.— Hopkins v. Merrill (1907), 79 Conn. 626, 66 Atl. 174.

Idaho. — Armstrong v. Sleck (1908), 14 Ida. 208, 93 Pac. 775.

Illinois.— Noel v. Security Bk. of Chicago (1911), 163 Ill. App. 82.

Missouri.— Nat. Bk. of Rolla v. First Nat. Bk. of Salem (1910), 141 Mo. 719, 125 S. W. 513; Nat. Bk. of Commerce v. Am. Nat. Bk. (1910), 127 S. W. 429; Stephens v. Bawles (1919), 206 S. W. 589.

Nebraska.— State Bk. of Chicago v. First Nat. Bk. of Omaha (1910), 87 Neb. 351

New York.— Meuer v. Phoenix Nat. Bk. (1904), 94 A. D. 331, 88 N. Y. Supp. 83; Schlesinger v. Kurzvok (1905), 94 N. Y. Supp. 442, 47 Misc. 634; Title Guarantee & Trust Co. v. Haven No. 2 (1908), 126 A. D. 802, 111 N. Y. Supp. 305; Trust Co. of Amer. v. Hamilton Bank (1908), 127 A. D. 515, 112 N. Y. Supp. 84; Consolidated Nat. Bk. of N. Y. v. First Nat. Bk. of Middleton, N. Y. (1908), 129 A. D. 538; Title Guarantee & Tr. Co. v. Haven, No. 1, No. 2 (1909), 196 N. Y. 487, 89 N. E. 1082; Springs v. Hanover Nat. Bk. (1911), 130 N. Y. Supp 87; McMahony v. Roseville Tr. Co. (1913), 125 A. D. 240, 144 N. Y. Supp. 841; Morrison v. Chapman (1913), 140 N. Y. Supp. 700; Anglo-South Amer. Bk. v. Nat. City Bk. of N. Y. (1914), 146 N. Y. Supp. 457.

North Dakota.—First Nat. Bk. of Lisbon v. Bk. of Windemere (1906), 15 N. Dak. 299, 108 N. W. 546.

Oklahoma.— Cherokee Nat. Bk. v. Union Tr. Co. (1912), 33 Okla. 342, 125 Pac. 464; Shaffer v. Govreau (1912), 128 Pac. 507; First Nat. Bk. v. Cummings (1918), 171 Pac. 862.

Pennsylvania. — Cunningham v. First Nat. Bk. of Indiana (1908),

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219 Pa. 310; McNeely Co. v. Bk. of No. Amer. (1908), 221 Pa. 588; Colonial Trust Co. v. Nat. Bk. of Western Pa. (1912), 50 Pa. Super. 510.

West Virginia.— Bk. of Williamson v. McDowell County Bk., W. Va. (1910), 66 S. E. 761; Interstate Finance Co. v. Schroder (1914), 81 S. E. 552.

Section 63. A person placing his signature upon an instrument otherwise than as maker, drawer or acceptor, is deemed to be an indorser, unless he clearly indicates by appropriate words his intention to be bound in some other capacity.

Alabama.— Long v. Givin (1919), 80 So. 440; Zadek v. Forcheimer (1918), 77 So. 941.

Arkansas.— Hodges v. Collison (1915), 172 S. W. 1147; Tancred v. First Nat. Bk. (1916), 187 S. W. 160.

Colorado.— Crosby v. Woodbury (1906), 37 Colo. 1, 89 Pac. 34; Archuleta v. Johnston (1912), 127 Pac. 134.

Connecticut.— Hopkins v. Merrill (1907), 70 Conn. 626, 66 Atl. 174; Knapp Co. v. Tidewater Coal Co. (1912), 85 Conn. 147, 81 Atl. 1063.

Florida.— Hough v. State Bk. of Smyna (1911), 61 Fla. 290, 55 So. 461; Baumeister v. Kuntz (1907), 53 Fla. 340, 42 So. 886; Hopkins v. Commercial Bk. (1912), 64 Fla. 310; Williams v. Peninsular Grocery Co. (1917), 75 So. 517.

Idaho.— Bank of Montpelier v. Montpelier Lumber Co. (1909). 16 Ida. 730, 102 Pac. 685.

Iowa.— Allison v. Hollembeak (1908), 138 Iowa, 479, 114 N. W. 1059; Porter v. Moles (1911), 151 Iowa, 279, 131 N. W. 23; Devoy & Kuhn v. Huttig (1916), 156 N. W. 412.

Kentucky.— Diamond Distilleries Co. v. Gott (1910), 137 Ky. 585, 126 S. W. 131; Mechanics & Farmer's Sav. Bk. v. Katterjohn (1910), 137 Ky. 427, 125 S. W. 1071; Hoyland v. Nat. Bk. of Middleborough (1910), 137 Ky. 682, 126 S. W. 356; First Nat. Bk. v. Bickel (1911), 143 Ky. 754, 137 S. W. 790; Williams v. Paintsville Nat. Bk. (1911), 143 Ky. 781, 137 S. W. 535; Lyons Lumber Co. v. Stewart (1912), 147 Ky. 653, 145 S W. 376; Elsey v. People's Bank of Hardwell (1916), 182 S. W. 873.

Louisiana.— Parker v. Guillot (1907), 118 La. 223; Pugh v. Sample (1909), 123 La. 791, 49 So. 526; Hackley State Bk. v. Magee (1911), 128 La. 1008; J. M. Druser v. Hibernia Bk. & Tr. Co. (1915), 67 So. 15.

Maryland.— Lightner v. Roach (1915), 126 Md. 474.

Massachusetts.— Quimby v. Vermum (1906), 190 Mass. 211, 76 N. E. 671; Toole v. Crafts (1906), 193 Mass. 110, 78 N. E. 775, 118 Am. St. 455; Bamford v. Boynton (1909), 200 Mass. 560, 86 N. E. 900; Arlington Nat. Bk. v. Bennett (1913), 214 Mass. 352, 101 N. E. 982; Fourth Nat. Bk. v. Mead (1914), 104 N. E. 377; Aronson v. Nurenburg (1914), 105 N. E. 1056; Lankofsky v. Raymond (1914), 104 N. E. 489.

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Michigan. — Ensign v. Fogg (1913), 143 N. W. 82.

Missouri.— Walker v. Dunham (1909), 135 Mo. App. 396, 115 S. W. 1086; Hawkins v. Wiest (1912), 167 Mo. App. 439; Bank Grant City v Korn (1915), 179 S. W. 721.

New Hampshire.— Trafton v. Garnsey (1916), 99 Atl. 290.

New Jersey.— Wilson v. Hendee (1907), 74 N. J. L. 640, 66 Atl. 413; Gibbs v. Guaraglia (1907), 75 N. J. L. 168, 67 Atl. 81; Mackintosh v. Gibbs (1909), 79 N. J. L. 40, 74 Atl. 708; Morris Co. Brick Co. v. Austin (1910), 75 Atl. 550.

New York.— Howard v. Van Gieson (1899), 46 A. D. 77; Williamsburg Tr. Co. v. Tum Suden (1907), 120 A. D. 518, 105 N. Y. Supp. 335; Haddock, Blanchard & Co. v. Haddock (1908), 192 N. Y. 499, 82 N. E. 682, 103 N. Y. Supp. 584; Roessle v. Lancaster (1909), 130 A. D. 1, 114 N. Y. Supp. 387; Blanchard v. Blanchard (1911), 201 N. Y. 134, 94 N. E. 630, affirming s. c., 133 A. D. 937 (1909), without an opinion; Bender v. Bahr Trucking Co. (1911), 144 A. D. 742; Yonkers Nat. Bk. v. Mitchell (1913), 141 N. Y. Supp. 128; Carnegie Trust Co. v. Kistler (1915), 152 N. Y. Supp. 240; Mechanic v. Elgie Iron Works (1917), 163 N. Y. Supp. 97.

North Carolina.—Rouse v. Wooten (1906), 140 N. Car. 557, 53 S. E. 430, 111 Am. St. 875; Perry Co. v. Taylor (1908), 148 N. Car. 362; Sykes v. Everett (1914), 833 S. E. 585; Myers Co. v. Battle (1915), 86 S. E. 1034.

Ohio.— Dollar Sav. Bk. v. Barberton Pottery Co. (1907), 17 Ohio Dec. 539; Rockfield v. First Nat. Bk. of Springfield (1907), 77 Ohio St. 311, 83 N. E. 392.

Oklahoma.— Shaffer v. Govreau (1912), 128 Pac. 507; Howard v. Kincaid (1916), 156 Pac. 628.

Oregon.—Hunter v. Harris (1912), 63 Oreg. 505, 127 Pac. 786; Noble v. Beeman-Spaulding-Woodward Co. (1913), 131 Pac. 1006.

Rhode Island.— McLean v. Bryer (1903), 24 R. I. 599, 54 Atl. 373; Deahey v. Choquet (1907), 28 R. I. 338; Nat. Ex. Bk. v. Luhrano (1908), 29 R. I. 64, 68 Atl. 944.

South Carolina.— Folk v. Moore (1916), 88 S. E. 18; Norwood Nat. Bk. v. Piedmont Pub. Co. (1917), 91 S. E. 866.

Tennessee. — Mercantile Bk. of Memphis v. Busby (1908), 120 Tenn. 652, 113 S. W. 390; Pharr v. Stevens (1911), 124 Tenn. 670, 139 S. W. 730; Am. Nat. Bk. v. Nat. Fertilizer Co. (1911), 125 Tenn. 329, 143 S. W. 587; Nolan v. H. E. Wilcox Motor Co. (1917), 196 S. W. 581.

Texas.— Borschow v. Wilson (1916), 190 S. W. 202.

Virginia. — Colley v. Summers Parrott Hardware Co. (1916), 89 S. E. 906; Colona v. Parksley Nat. Bk. (1917), 92 S. E. 979.

West Virginia.— First Nat. Bk. of Hinton v. Plumley (1915), 87 S. E. 94; Toler v. Sanders (1915), 87 S. E. 462; Thompson v. Curry (1917), 91 S. E. 801 Bank of Greenville v. Lowry (1917), 94 S. E. 985.

Wisconsin.— Germania Nat. Bk. v. Mariner (1906), 129 Wis. 544, 109 N. W. 574; Union Bank of Milwaukee v. Commer. Securities Co. (1916), 147 N. W. 510.

Utah.— Wostenholme v. Smith (1908), 34 Utah, 300, 97 Pac. 329.

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United States.— McDonald v. Luckenback (1909), 170 Fed. 434, 95 C. C. A. 604; Murray v. Third Nat. Bk. of St. Louis (1916), 234 Fed. 481; First Nat. Bk. v. Towner (1917), 239 Fed. 433; First Nat. Bk. of Memphis v. Towner (1917), 239 Fed. 433.

Section 64. Where a person, not otherwise a party to an instrument, places thereon his signature in blank before delivery he is liable as indorser, in accordance with the following rules:

(1) If the instrument is payable to the order of a third person, he is liable to the payee and to all subsequent parties.

(2) If the instrument is payable to the order of the maker or drawer, or is payable to bearer, he is liable to all parties subsequent to the maker or drawer.

(3) If he signs for the accommodation of the payee, he is liable to all parties subsequent to the payee.

Alabama.— Long v. Gevin (1914), 66 So. 88; Schillinger v. Wickersham (1917), 75 So. 11.

Connecticut. — Peck v. Easton (1902), 74 Conn. 456, 51 Atl. 134; Knapp Co. v. Tidewater Coal Co. (1912), 85 Conn. 147, 81 Atl. 1063.

Florida.— Baumeister v. Kuntz (1907), 63 Fla. 340, 42 So. 886; Hough v. State Bk. of New Smyna (1911), 61 Fla. 290, 55 So. 461.

Illinois.— First Nat. Bk. of Lincoln v. Snadmeyer (1911), 164 Ill. App. 98; Justice v. Stonecipher (1915), 108 N. E. 722, 267 Ill. 448.

Iowa.— Devoy & Kuhn Coal & Coke Co. v. Huttig (1916), 156 N. W. 412.

Kentucky.— First Nat. Bk. v. Bickel (1911), 143 Ky. 754, 137 S. W. 790.

Louisiana.— Taylor v. Vossburg Mineral Spring Co. (1911), 128 La. 364, 54 So. 907.

Massachusetts.— Leonard v. Draper (1905), 187 Mass. 536, 73 N. E. 644; Thorpe v. White (1905), 188 Mass. 333, 74 N. E. 592; Quimby v. Varnum (1906), 190 Mass. 211, 76 N. E. 671; Toole v. Crafts (1906), 193 Mass. 110, 78 N. E. 775, 118 Am. St. 455; Bamford v. Boynton (1909), 200 Mass. 560, 86 N. E. 900; Winthrop Nat. Bk. v. Mead (1913), 102 N. E. 69; Fourth Nat. Bk. v. Mead (1914), 104 N. E. 377; Lankofsky v. Raymond (1914), 104 N. E. 489; Conners v. Sullivan (1915), 108 N. E. 503.

Michigan. — Ensign v. Dunn (1914), 148 N. W. 343.

Missouri.— Walker v. Dunham (1909), 135 Mo. App. 396, 115 S. W. 1086; Overland Auto Co. v. Winters (1915), 180 S. W. 561.

New Jersey.— Wilson v. Hendee (1907), 74 N. J. L. 640, 66 Atl. 413; Gibbs v. Guaragalia (1907), 75 N. J. L. 168, 67 Atl. 81; Morris Co. Brick Co. v. Austin (1910), 75 Atl. 550.

New York.— Howard v. Van Gieson (1899), 46 A. D. 77; Cohn v. The Consolidated Butter & Egg Co. (1900), 30 Misc. 725; Corn v. Levy (1904), 97 A. D. 48, 89 N. Y. Supp.

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658; Far Rockaway Bk. v. Norton (1906), 186 N. Y 484, 75 N. Y. 709; Williamsburg Tr. Co v Tum Suden (1907), 120 A. D. 518, 105 N. Y. Supp. 335; Haddock, Blanckard & Co. v. Haddock (1908), 192 N. Y. 499, 82 N. E. 682, 103 N. Y. Supp. 584; Roessale v. Lancaster (1909), 130 A. D. 1, 114 N Y. Supp. 387; Bender v. Bahr Trucking Co. (1911), 144 A. D. 742; Abbott v. LeProvost (1915), 151 N. Y. Supp. 616; Flinch v. Wood (1913), 145 N. Y. Supp. 51; Yonkers Nat. Bk. v. Mitchell (1913), 141 N. Y. Supp. 128; Franklin v. Kidd (1917), 114 N. E. 839.

North Carolina.— Rouse v. Wooten (1906), 140 N. Car. 557, 53 S. E. 430, 111 Am. St. 875; Perry Co. v. Taylor (1908), 148 N. Car. 362.

North Dakota.— Farquhar Co. v. Highem (1907), 16 N. Dak. 106, 112 N. W. 657; Harris v. Jones (1912), 23 N. Dak. 488, 136 N. W. 1080.

Ohio.— Dollar Sav. Bk. v. Barberton Pottery Co. (1907), 17 Ohio Dec. 539; Rockfield v. First Nat. Bk. of Springfield (1907), 77 Ohio St. 311, 83 N. E. 392.

Oregon. — Hunter v. Harris (1912), 127 Pac. 786; Moll v. Roth Co. (1915), 152 Pac. 235.

Pennsylvania. — Aldred's Estate (No. 1), 229 Pa. 627; Am. Trust Co. v. Canevin (1911), 107 C. C. A. 543.

Rhode Island.—Downey v. O'Keefe (1905), 26 R. I. 571, 59 Atl. 929; Dealey v. Choquet (1907), 27 R. I. 338.

South Carolina.— Bank of Inman v. Elliott (1915), 84 S. E. 996; Norwood Nat. Bk. v. Piedmont Pub. Co. (1917), 91 S. E. 866.

Tennessee.— Mercantile Bk. of Memphis v. Busby (1908), 120 Tenn. 652, 113 S. W. 390; Pharr v. Stevens (1911), 124 Tenn. 670, 139 S. W. 730; Cohn v. Hitt (1913), 182 S. W. 235.

West Virginia. — Thompson v. Curry (1917), 91 S. E. 801.

Wisconsin.— Germania Nat. Bk. v. Mariner (1906), 129 Wis. 544, 109 N. W. 574.

United States. — In re Swift (1901), 106 Fed. 65; Richards v. Street (1908), 31 App. D. C. 427; In re McCord (1909), 174 Fed. 72; Wilson v. Knowles (1914), 213 Fed. 782.

Section 65. Every person negotiating an instrument by delivery or by a qualified indorsement, warrants:

(1) That the instrument is genuine and in all respects what it purports to be;

(2) That he has a good title to it;

(3) That all prior parties had capacity to contract;

(4) That he has no knowledge of any fact which would impair the validity of the instrument or render it valueless.

But when the negotiation is by delivery only, the warranty extends in favor of no holder other than the immediate transferee.

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The provisions of subdivision three of this section do not apply to persons negotiating public or corporation securities, other than bills and notes.

Connecticut.— Hopkins v. Merrill (1907), 79 Conn. 626, 66 Atl. 174.

Illinois.—Graves v. Neeves (1913), 183 Ill. App. 235.

Iowa.— Dille v. White (1906), 132 Iowa, 327, 109 N. W. 909, 10 L. R. A. (N. S.) 510; State ex rel. Carroll v. Corning St. Sav. Bk. (1908), 139 Iowa, 338, 115 N. W. 937; Porter v. Moles (1911), 151 Iowa, 279, 131 N. W. 23; Devoy & Kuhn C. & C. Co. v. Huttig (1916), 156 N. W. 412.

Louisiana.— Taylor v. Vossburg Mineral Spring Co. (1911), 128 La. 364, 54 So. 907.

Massachusetts. — Middleborough Nat. Bk. v. Cole (1906), 191 Mass. 168, 77 N. E. 781; Lankofsky v. Raymond (1914), 104 N. E. 489.

Michigan.— Sheffer v. Fleischer (1909), 158 Mich. 270, 122 N. W. 543.

Missouri.—Hawkins v. Wiest (1912), 167 Mo. App. 439; In re Ziegenheim (1916), 187 S. W. 893; Dominick v. Farmer (1918), 201 S. W. 955.

Nebraska.— Nat. Bk. of Commerce v. Farmers & Merchants Bk. (1910), 87 Neb. 841.

Nevada. — Jensen v. Wilslef (1913), 132 Pac. 16.

New Jersey.— Morris Co. Brick Co. v. Austin (1910), 75 Atl. 550.

New York.—Williamsburg Tr. Co. v. Tum Suden (1907), 120 A. D. 518, 105 N. Y. Supp. 335; Steinberger v. Hittelman (1915), 156 N. Y. Supp. 320.

North Dakota.—Smith v. Bradley (1907), 16 N. Dak. 306, 112 N. W. 1062.

South Dakota.—First Nat. Bk. v. Brule Nat. Bk. (1917), 161 N. W. 616; First Nat. Bk. v. Brule Nat. Bk. of Chamberlain (1918), 168 N. W. 1054.

Tennessee.—Litchfield Shuttle Co. v. Cumberland Valley Nat. Bk. (1916), 183 S. W. 1006; Figuers v. Fly (1917), 193 S. W. 117.

Virginia.— Main St. Bk. v. Planters Nat. Bk. of Richmond (1914), 81 S. E. 24.

Washington.—Hillman v. Stanley (1909), 56 Wash. 320, 105 Pac. 816; Fidelity Nat. Bk. v. Hosea (1916), 160 Pac. 960.

Wyoming.— Hamilton v. Drefenderfer (1913), 131 Pac. 37.

United States.— Willard v. Crook (1903), 21 App. D. C. 237.

Section 66. Every indorser who indorses without qualification, warrants to all subsequent holders in due course:

(1) The matters and things mentioned in subdivision one, two and three of the next preceding section; and

(2) That the instrument is at the time of his indorsement valid and subsisting.

And, in addition, he engages that on due presentment, it shall

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be accepted or paid, or both, as the case may be, according to its tenor, and that if it be dishonored, and the necessary proceedings on dishonor be duly taken, he will pay the amount thereof to the holder, or to any subsequent indorser who may be compelled to pay it.

Alabama.— Hudson v. Repton St. Bk. (1917), 75 So. 695.

Colorado.— Marks v. Munson (1915), 149 Pac. 440; First Nat. Bk. of Denver v. Cripple Creek Bk. (1917), 163 Pac. 1134.

Connecticut.— Hopkins v. Merrill (1907), 79 Conn. 626, 66 Atl. 174.

Florida.— Worley v. Johnson (1910), 53 So. 542; Hough v. State Bk. of New Smyna (1911), 61 Fla. 290, 55 So. 461; Donegan v. Dekle Inv. Co. (1917), 74 So. 11; Williams v. Peninsular Grocery Co. (1917), 75 So. 517.

Idaho. — Armstrong v. Sleck (1908), 14 Ida. 208, 93 Pac. 775.

Illinois. — Graves v. Neeves (1913), 183 Ill. App. 235.

Iowa. — Allison v. Hollembeak (1908), 138 Iowa, 479, 114 N. W. 1059; Porter v. Moles (1911), 151 Iowa, 279, 131 N. W. 23; Park v. Best (1916), 157 N. W. 233.

Kentucky. — Williams v. Paintsville Nat. Bk. (1911), 143 Ky. 781, 137 S. W. 535; Riordan v. Thornburg (1917), 198 S. W. 920.

Louisiana.— Atkins v. Dixie Fair Co. (1914), 65 So. 762; Farmers & Merchants Bk. v. Davis (1919), 80 So. 713.

Massachusetts.—Wolfboro Loan & Banking Co. v. Rollins (1907), 195 Mass. 323; Demelman v. Brazier (1908), 198 Mass. 458, 84 N. E. 856; State Bank & Trust Co. v. Evans (1900), 198 Mass. 11; Dexter v. Fuller (1914), 217 Mass. 219; Lankefsky v. Raymond (1914), 104 N. E. 489.

Missouri.— Nat. Bk. of Rolla v. First Nat. Bk. of Salem (1910), 141 Mo. 719, 125 S. W. 513.

Nevada. — Jensen v. Wilslef (1913), 132 Pac. 16.

New Jersey.— Macintosh v. Gibbs (1909), 79 N. J. L. 40, 74 Atl. 708; Morris Co. Brick Co. v. Austin (1910), 75 Atl. 550.

New York.— Gardner v. Pitcher (1905), 109 A. D. 106; First Nat. Bk. of the City of Brooklyn v. Gridley (1906), 112 A. D. 398, 98 N. Y. Supp. 445; Williamsburg Tr. Co. v. Tum Suden (1907), 120 A. D. 518, 105 N. Y. Supp. 335; Horrwitz v. Wollowitz (1908), 59 Misc. 520, 110 N. Y. Supp. 972; Gilpin v. Savage (1908), 60 Misc. 605, 112 N. Y. Supp. 802; Abramovitz v. Abramovitz (1908), 113 N. Y. Supp. 798; Bruck v. Lambech (1909), 118 N. Y. Supp. 494; Klar v. Kostink (1909), 119 N. Y. Supp. 683; New York Produce Ex. Bk. v. Twelfth Ward Bk. (1909), 135 A. D. 52, 119 N. Y. Supp. 988; Gilpin v. Savage (1911), 201 N. Y. 167, 94 N. E. 656; Blanchard v. Blanchard (1911), 201 N. Y. 134, 94 N. E. 630; Yonker's Nat. Bk. v. Mitchell (1913), 141 N. Y. Supp. 128; First Nat. Bk. of Binghamton v. Baker (1914), 148 N. Y. Supp. 352, 163 A. D. 72; Baruck v. Buckley (1915), 151 N. Y. Supp. 853.

North Carolina.— State Bank of

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Chicago v. Carr (1902), 130 N. Car. 479; Sedbury v. Duffy (1912), 158 N. Car. 432; Sykes v. Everett (1914), 83 S. E. 585; Edwards v. Jefferson Standard Life Ins. Co. (1917), 92 S. E. 695.

North Dakota.— Farquhar Co. v. Higham (1907), 16 N. Dak. 106, 112 N. W. 657.

Ohio.— Dollar Sav. Bk. v. Barberton Pottery Co. (1907), 117 Ohio Dec. 539; Rockfield v First Nat. Bk. of Springfield (1907), 77 Ohio St. 311, 83 N. E. 392.

Oklahoma.— Mangold & Glandt Bank v. Utterback (1916), 160 Pac. 713.

Oregon.— First Nat. Bk. of Cottage Grove v. Bk. of Cottage Grove (1911), 59 Oreg. 388, 117 Pac. 293; Peterson v. Thompson (1915), 151 Pac. 721.

Pennsylvania.— Savings Inst. of the City of Williamsport v. Folk (1909), 38 Pa. Super. Ct. 54; In re Young's Estate (1912), 83 Atl. 201; Weiskucker v. Connelly (1917), 100 Atl. 965.

South Dakota.— Astoria State Bk. v. Markwood (1917), 161 N. W. 815.

Tennessee.—Farmers & Merchants Bk. v. Bk. of Rutherford (1905), 115 Tenn. 64, 88 S. W. 939; Figuers v. Fly (1917), 193 S. W. 117.

Texas.— Prudential Life Ins. Co. v. Smyer (1916), 183 S. W. 825.

Washington.—Hillman v. Stanley (1909), 56 Wash. 320, 105 Pac. 816; Gleeson v. Lichty (1911), 62 Wash. 656, 114 Pac. 518.

West Virginia.— Rusmissell v. White Oak Stave Co. (1917), 92 S. W. 672.

United States.— Willard v. Crook (1903), 21 App. D. C. 237.

Section 67. Where a person places his indorsement on an instrument negotiable by delivery he incurs all the liabilities of an indorser.

Alabama.— Long v. Givin (1919), 80 So. 440.

Kentucky.—Riordan v. Thornburg (1917), 198 S. W. 920.

Louisiana.— Parker v. Guillot (1907), 118 La. 223.

Michigan.— Ensign v. Fogg (1913), 143 N. W. 82.

New York.—Williamsburg Tr. Co. v. Tum Suden (1907), 120 A. D. 518, 105 N. Y. Supp. 335.

Ohio.— Dollar Sav. Bk. v. Barberton Pottery Co. (1907), 117 Ohio Dec. 539.

Texas.— First Nat. Bk. of Garner v. Smith (1916), 183 S. W. 862.

Washington.— Gleeson v. Lichty (1911), 62 Wash. 656, 114 Pac. 518.

Section 68. As respects one another indorsers are liable *prima facie* in the order in which they indorse; but evidence is admissible to show that as between or among themselves they have agreed otherwise. Joint payees or joint indorsees who indorse are deemed to indorse jointly and severally.

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Kentucky.— First Nat. Bk. v. Bickel (1911), 143 Ky. 754, 137 S. W. 790; Williams v. Paintsville Nat. Bk. (1911), 143 Ky. 781, 137 S. W. 535.

Louisiana.—Parker v. Guillot (1907), 118 La. 223.

Massachusetts.—Bank of America v. Wilson (1904), 186 Mass. 214; Bamford v. Boynton (1909), 200 Mass. 560, 86 N. E. 900; Enterprise Brewing Co. v. Canning (1911), 210 Mass. 285; Shea v. Vahey (1913), 215 Mass. 80, 102 N. E. 119.

Michigan.— Ensign v. Fogg (1913), 143 N. W. 82; Butterfield v. Reynolds (1917), 163 N. W. 86.

Missouri.— Eaves v. Keeton (1917), 193 S. W. 629.

New Jersey.— Morgan v. Thompson (1905), 72 N. J. L. 244, 62 Atl. 410; Wilson v. Hendee (1907), 74 N. J. L. 640, 66 Atl. 413; Morris Co. Brick Co. v. Austin (1910), 75 Atl. 550; Schneider v. Mueller (1911), 82 N. J. L. 503; Nat. Newark Banking Co. v. Sweeney (1916), 96 Atl. 86.

New York.— State Bank v. Kahn (1906), 49 Misc. 500, 98 N. Y. Supp. 858; Haddock, Blanchard & Co. v. Haddock (1908), 192 N. Y. 499, 82 N. E. 682, 103 N. Y. Supp. 584; George v. Bacon (1910), 123 N. Y. Supp. 103; Hodgens v. Jennings (1912), 148 A. D. 879, 133 N. Y. Supp. 584; Myer v. Strasburger & Co. (1915), 152 N. Y. Supp. 757.

North Carolina.— Lynch v. Loftin (1910), 153 N. Car. 270, 69 S. E. 143.

North Dakota.— Harris v. Jones (1912), 23 N. Dak. 488, 136 N. W. 1080.

Oregon.—Hunter v. Harris (1912), 63 Oreg. 505, 127 Pac. 786; Noble v. Beeman-Spaulding-Woodward Co. (1913), 131 Pac. 1006.

Tennessee.— Cohn v. Hitt (1916), 182 S. W. 235; Merrimon v. Parkey (1917), 191 S. W. 327.

West Virginia.— First Nat. Bk. of Hinton v. Plumley (1915), 87 S. E. 94.

United States.— In re McCord (1909), 174 Fed. 72; Goldman v. Goldberger (1913), 208 Fed. 877.

Section 69. Where a broker or other agent negotiates an instrument without indorsement he incurs all the liabilities prescribed by section sixty-five of this act, unless he discloses the name of his principal, and the fact that he is acting only as agent.

Massachusetts.— Cheney v. Taber (1915), 108 N. E. 1072.

ARTICLE VI.

PRESENTMENT FOR PAYMENT.

Section 70. Presentment for payment is not necessary in order to charge the person primarily liable on the instrument; but if the insrument is, by its terms, payable at a special place, and he is able and willing to pay it there at maturity, such ability and willingness are equivalent to a tender of payment upon his part. But

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except as herein otherwise provided, presentment for payment is necessary in order to charge the drawer and indorsers.

Alabama.— Hall v. First Nat. Bk. of Crossville (1916), 72 So. 171.

California.— Nichols v. Asbeck (1919), 178 Pac. 705.

Colorado.— Florence O. & R. Co. v. First Nat. Bk. (1906), 38 Colo. 119, 88 Pac. 182; Sykes v. Kruse (1911), 49 Colo. 560, 113 Pac. 1013.

Florida.— Worley v. Johnson (1910), 53 So. 542.

Illinois.— State Bk. of Clinton v. Parkhurst (1910), 155 Ill. App. 101; First Nat. Bk. of Lincoln v. Sandmeyer (1911), 164 Ill. App. 98; Selree v. Thomas (1911), 166 Ill. App. 427; The N. E. Nat. Bk. of Kansas City, Mo. v. Dick (1911), 84 Kans. 252, 114 Pac. 378.

Kentucky.— Fritts v. Kirchdorfer (1910), 124 S. W. 882; Williams v. Paintsville Nat. Bk. (1911), 143 Ky. 781, 137 S. W. 535; Prov. Mining Co. v. Glass Bros. (1918), 201 S. W. 308.

Massachusetts. — Demelman v. Brazier (1908), 198 Mass. 458, 84 N. E. 856; Farmers Nat. Bk. v. Venner (1906), 192 Mass. 531, 78 N. E. 540.

Montana.— U. S. Nat. Bank of Red Lodge v. Shupak (1918), 172 Pac. 324.

New York.— Badt v. Miller (1912), 135 N. Y. Supp. 13, 150 A. D. 920; Beall v. Russell (1912), 134 N. Y. Supp. 633; Bennett v. Kisler (1917), 163 N. Y. Supp. 555; Cohen v. Chelsea Ex. Bk. of N. Y. (1917), 164 N. Y. Supp. 75; Ger.-Am. Bk. v. Milliman (1900), 65 N. Y. Supp. 242, 31 Misc. 87; Gilpin v. Savage (1908), 60 Misc. 605, 112 N. Y. Supp. 802; Gilpin v. Savage (1911), 201 N. Y. 167, 94 N. E. 656; Hyman v. Doyle (1907), 53 Misc. 597, 103 N. Y. Supp. 778; O'Brannon J. W. Co. v. Curran (1908), 129 A. D. 90, 113 N. Y. Supp. 359; State of N. Y. Nat. Bk. v. Kennedy (1911), 130 N. Y. Supp. 412, 145 A. D. 669; Union Bk. of Brooklyn v. Sullivan (1915), 108 N. E. 558, 214 N. Y. 332; Van Vliet v. Kanter (1910), 124 N. Y. Supp. 63; O'Kane v. North American Distilling Co. (1918), 171 N. Y. Supp. 275.

North Carolina.— Myers Co. v. Battle (1915), 86 S. E. 1034; Perry Co. v. Taylor (1908), 148 N. Car. 362; Rouse v. Wooten (1906), 140 N. Car. 557, 53 S. E. 430, 111 Am. St. 875; Walter v. Earnhart (1916), 88 S. E. 753.

North Dakota.— Nelson v. Grondahl (1904), 13 N. Dak. 363, 100 N. W. 1093; Sawyer State Bk. v. Sutherland (1917), 162 N. W. 696.

Oregon.— Hodges v. Blaylock (1916), 161 Pac. 396.

Pennsylvania. — Aldred's Estate (1911), 229 Pa. 627; DeWees v. Mid States Coal Co. (1915), 93 Atl. 958; First Nat. Bk. v. McBride (1911), 230 Pa. 261.

South Carolina.— Farmers Bk. v. Crawford (1916), 88 S. E. 13.

South Dakota.— Scribner State Bk. v. Ransom (1915), 151 N. W. 1023.

Tennessee.— Pharmacy v. First Nat. Bk. (1915), 176 S. W. 1038; Waterhouse v. Sterchi Bros. (1918), 201 S. W. 150.

Washington.—Bardshar v. Chaffee (1916), 156 Pac. 388; Bardsley v. Washington Mill Co. (1909), 103

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Pac. 822; Galbraith v. Shepard (1906), 43 Wash. 698, 86 Pac. 1113; Hillman v. Stanley (1909), 56 Wash. 320, 105 Pac. 816.

Wisconsin. — Schoenwetter v. Schoenwetter (1916), 159 N. W. 737; Welsch v. Kukuk (1906), 128 Wis. 419, 107 N. W. 301.

United States.— Grandison v. Robertson (1916), 231 Fed. 785; In re Swift (1901), 106 Fed. 65 (Dt. Mass.); Murray v. Third Nat. Bk. of St. Louis (1916), 234 Fed. 481.

Section 71. Where the instrument is not payable on demand, presentment must be made on the day it falls due. Where it is payable on demand, presentment must be made within a reasonable time after its issue, except that in the case of a bill of exchange, presentment for payment will be sufficient if made within a reasonable time after the last negotiation thereof.

Colorado.— Babcock v. City of Rocky Ford (1914), 137 Pac. 899; Babcock v. The City of Rocky Ford (1914), 25 Colo. App. 312.

Idaho. — Sheffield v. Cleland (1911), 19 Ida. 612, 115 Pac. 20.

Illinois.—First Nat. Bk. of Chadwick v. Mackey (1910), 157 Ill. App. 408; Greer v. Downing (1912), 178 Ill. App. 355.

Iowa.— Anderson v. First Nat. Bk. of Chariton (1909), 144 Iowa, 251, 122 N. W. 918; Citizens Bk. of Pleasantville v. First Nat. Bk. of Pleasantville (1907), 135 Iowa, 605, 13 L. R. A. (N. S.) 303, 113 N. W. 481.

Louisiana.— Lewy v. Wilkinson (1914), 64 So. 1003.

Massachusetts.— Merritt v. Jackson (1902), 181 Mass. 69, 62 N. E. 987; Plymouth County Trust Co. v. Scanlon (1917), 116 N. E. 468.

New Jersey.— Hill Savings & Drawing Club v. Baronowitz (1916), 97 Atl. 28.

New York.— Becker v. Horowitz (1909), 114 N. Y. Supp. 161, 61 Misc. 608; Columbia-Knickerbocker Tr. Co. v. Miller (1913), 142 N. Y. Supp. 440; Commercial Nat. Bk. v. Zimmerman (1906), 185 N. Y. 210, 77 N. E. 1020; Congress Brewing Co. v. Habenicht (1903), 88 A. D. 141, 82 N. Y. Supp. 481; German-Am. Bk. v. Milliman (1900), 65 N. Y. Supp. 242, 31 Misc. 87; German-Am. Nat. Bk. v. Mills (1904), 99 A. D. 312; Hussey v. Sutton (1916), 160 N. Y. Supp. 934; McBride v. Illinois Nat. Bk. (1910), 138 A. D. 339; Schlesinger v. Schultz (1905), 10 A. D. 356, 96 N. Y. Supp. 383; Young v. Am. Bk., No. 82 (1904), 44 Misc. 308, 89 N. Y. Supp. 915.

Oregon. — Robinson v. Holmes (1910), 57 Oreg. 5, 109 Pac. 754.

Tennessee.—Am. Nat. Bk. v. Nat. Fertilizer Co. (1911), 125 Tenn. 329, 143 S. W. 597.

Wisconsin. — Columbian Banking Co. v. Bowen (1908), 134 Misc. 212, 114 N. W. 451.

United States.— Murray v. Third Nat. Bk. of St. Louis (1916), 234 Fed. 481 (C. C. A.).

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Section 72. Presentment for payment, to be sufficient, must be made:

(1) By the holder, or by some person authorized to receive payment on his behalf;

(2) At a reasonable hour on a business day;

(3) At a proper place as herein defined;

(4) To the person primarily liable on the instrument or if he is absent or inaccessible, to any person found at the place where the presentment is made.

California.—Freudenberg v. Lucas (1918), 175 Pac. 482.

Colorado.—Archuleta v. Johnston (1912), 127 Pac. 134.

Kentucky.—Doherty v. First Nat. Bk. (1916), 186 S. W. 937.

Massachusetts.— In re Poole (1917), 116 N. E. 227.

New York.— Columbia - Knickerbocker Trust Co. v. Miller (1915), 215 N. Y. 191, 109 N. E. 179; German-Am. Bk. v. Milliman (1900), 65 N. Y. Supp. 242, 31 Misc. 87; Gilpin v. Savage (1908), 60 Misc. 605, 112 N. Y. Supp. 802; Gilpin v. Savage (1911), 201 N. Y. 167, 94 N. E. 656; McBride v. Illinois Nat. Bk. (1910), 138 A. D. 339.

North Dakota.— Nelson v. Grondahl (1904), 13 N. Dak. 363, 100 N. W. 1093.

Ohio.—Rockfield v. First Nat. Bk. of Springfield (1907), 77 Ohio St. 311, 83 N. E. 392.

Oregon.— Hodges v. Blaylock (1916), 161 Pac. 396.

Pennsylvania.— McNeely Co. v. Bk. of No. Am. (1908), 221 Pa. 588.

South Dakota.— Maupin v. Mobridge (1917), 161 N. W. 332.

Washington. — North Western Nat. Bk. of Portland v. Pearson (1918), 173 Pac. 730.

Wisconsin.— Columbian Banking Co. v. Bowen (1908), 134 Wis. 218, 114 N. W. 451.

Section 73. Presentment for payment is made at the proper place:

(1) Where a place of payment is specified in the instrument and it is there presented;

(2) Where no place of payment is specified, but the address of the person to make payment is given in the instrument and it is there presented.

(3) Where no place of payment is specified and no address is given and the instrument is presented at the usual place of business or residence of the person to make payment;

(4) In any other case if presented to the person to make payment wherever he can be found, or if presented at his last known place of business or residence.

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Colorado.—Archuleta v. Johnston (1912), 127 Pac. 134.

Florida.— Ryan v. State (1910), 60 Fla. 25, 53 So. 448.

Illinois.— Kewanee Nat. Bk. v. Ladd (1912), 175 Ill. App. 151; Stewart v. Soenksen (1912), 173 Ill. App. 1.

Kentucky.—Doherty v. First Nat. Bk. (1916), 186 S. W. 937.

Louisiana.— Smith v. Shippers Oil Co. (1908), 120 La. 639, 45 So. 533.

Massachusetts. — In re Poole (1917), 116 N. E. 227.

Michigan.— Finch v. Calkins (1914), 149 N. W. 1037.

New York.— Baer v. Hoffman (1912), 135 N. Y. Supp. 28, 150 A. D. 475; Columbia-Knickerbocker Tr. Co. v. Miller (1915), 215 N. Y. 191, 109 N. E. 179; Congress Brewing Co. v. Habenicht (1903), 83 A. D. 141, 82 N. Y. Supp. 481; German-Am. Bk. v. Milliman (1900), 65 N. Y. Supp. 242, 31 Misc. 87; Gilpin v. Savage (1908), 60 Misc. 605, 112 N. Y. Supp. 802; Gilpin v. Savage (1911), 201 N. Y. 167, 94 N. E. 656; Iron Clad Mfg. Co. v. Sackin (1908), 110 N. Y. Supp. 161; McBride v. Illinois Nat. Bk. (1910), 138 A. D. 339; Schlesinger v. Schultz (1905), 10 A. D. 356, 96 N. Y. Supp. 383.

North Dakota.— Nelson v. Grondahl (1904), 13 N. Dak. 363, 100 N. W. 1093.

South Carolina.— Norwood Nat. Bk. v. Piedmont Pub. Co. (1917), 91 S. E. 866.

Washington.— Bardsley v. Washington Mill Co. (1909), 103 Pac. 822.

Section 74. The instrument must be exhibited to the person from whom payment is demanded, and when it is paid must be delivered up to the party paying it.

California.—Freudenberg v. Lucas (1918), 175 Pac. 482.

New York.— Congress Brewing Co. v. Habenicht (1903), 83 A. D. 141, 82 N. Y. Supp. 481; German-Am. Bk. v. Milliman (1900), 65 N. Y. Supp. 242, 31 Misc. 87; Greco v. LoMonte (1917), 162 N. Y. Supp. 982; Klotz v. Silver (1911), 127 N. Y. Supp. 1090; McBride v. Illinois Nat. Bk. (1910), 138 A. D. 339; State of N. Y. Nat. Bk. v. Kennedy (1911), 130 N. Y. Supp. 412, 145 A. D. 669.

North Dakota.— Shuman v. Citizen's State Bk. of Rugby (1914), 147 N. W. 388.

Section 75. Where the instrument is payable at a bank, presentment for payment must be made during banking hours, unless the person to make payment has no funds there to meet it at any time during the day, in which case presentment at any hour before the bank is closed on that day is sufficient.

New York.— Columbia-Knickerbocker Tr. Co. v. Miller (1913), 142 N. Y. Supp. 440; McBride v. Illinois Nat. Bk. (1913), 183 A. D. 339; Schlesinger v. Schultz (1905), 10 A. D. 256, 96 N. Y. Supp. 383.

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Section 76. Where a person primarily liable on the instrument is dead, and no place of payment is specified, presentment for payment must be made to his personal representative if such there be, and if, with the exercise of reasonable diligence, he can be found.

New York.—Reed v. Spear (1905), 107 A. D. 144, 94 N. Y. Supp. 1007.

Section 77. Where the persons primarily liable on the instrument are liable as partners, and no place of payment is specified, presentment for payment may be made to any one of them, even though there has been a dissolution of the firm.

Section 78. Where there are several persons, not partners, primarily liable on the instrument, and no place of payment is specified, presentment must be made to them all.

Colorado.— Prior v. Simonson (1916), 160 Pac. 1035.

New York.— State of N. Y. Nat. Bk. v. Kennedy (1911), 130 N. Y. Supp. 412, 145 A. D. 669.

North Dakota.— Shuman v. Cit. State Bk. of Rugby (1914), 147 N. W. 388.

Section 79. Presentment for payment is not required in order to charge the drawer where he has no right to expect or require that the drawee or acceptor will pay the instrument.

Alabama.— Britnell v. Smith (1914), 66 So. 569.

Iowa.— West Branch State Bk. v. Haines (1907), 135 Iowa, 313, 112 N. W. 552.

United States.— In re Swift (1901), 106 Fed. 65 (Dt. Mass.).

Section 80. Presentment for payment is not required in order to charge an indorser where the instrument was made or accepted for his accommodation and he has no reason to expect that the instrument will be paid if presented.

Connecticut.— Foster v. Balch (1907), 79 Conn. 449.

Florida.— Worley v. Johnson (1910), 53 So. 542.

Maryland.— Bergen v. Tremble (1917), 101 Atl. 137, 130 Md. 559.

Missouri.— Overland Auto Co. v. Winters (1915), 180 S. W. 561; Belch v. Roberts (1915), 177 S. W. 1062.

New York.— Van Vlict v. Kanter (1910), 124 N. Y. Supp. 63; Union Bank v. Sullivan (1915), 214 N. Y. 332, 108 N. E. 558; Union Bk. of

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Brooklyn v. Sullivan (1915), 108 N. E. 558, 214 N. Y. 332.

South Dakota.—Scribner State Bk. v. Ransom (1915), 151 N. W. 1023.

United States.—McDonald v. Luckenback (1909), 170 Fed. 434, 95 C. C. A. 604; Murray v. Third Nat. Bk. of St. Louis (1916), 234 Fed. 481.

Section 81. Delay in making presentment for payment is excused when the delay is caused by circumstances beyond the control of the holder, and not imputable to his default, misconduct or negligence. When the cause of delay ceases to operate, presentment must be made with reasonable diligence.

Florida.—Worley v. Johnson (1910), 53 So. 542.

Kentucky.—Frazer v. Phoenix Nat. Bk. (1914), 170 S. W. 532.

New York.—Columbia - Knickerbocker Tr. Co. v. Miller (1913), 142 N. Y. Supp. 440.

Wisconsin.—Aebi v. Bk. of Evansville (1905), 124 Wis. 93, 102 N. W. 329, 68 L. R. A. (N. S.) 964, 109 Am. St. 925.

Section 82. Presentment for payment is dispensed with:

(1) Where after the exercise of reasonable diligence presentment as required by this act cannot be made;

(2) Where the drawee is a fictitious person;

(3) By waiver of presentment, express or implied.

Alabama.—Blomberg v. Self (1919), 80 So. 631.

Colorado.—Torbet v. Montague (1906), 38 Colo. 325, 87 Pac. 1145.

Florida.—Worley v. Johnson (1910), 53 So. 542.

Kansas.—Nat. Bk. of Webb City v. Dickinson (1918), 171 Pac. 636.

Kentucky.—Owensboro Sav. Bk. & Tr. Co.'s Receiver v. Haynes (1911), 136 S. W. 1004.

Massachusetts.—Merritt v. Jackson (1902), 181 Mass. 69, 62 N. E. 987; Toole v. Crafts (1906), 193 Mass. 110, 78 N. E. 775, 118 Am. St. 455; Hall v. Crane (1913), 213 Mass. 325.

Michigan.—Bessenger v. Wenzel (1910), 161 Mich. 61, 125 S. W. 750.

New York.—Congress Brewing Co. v. Habenicht (1903), 83 A. D. 141, 82 N. Y. Supp. 481; Reed v. Spear (1905), 107 A. D. 144, 94 N. Y. Supp. 1007; Gilpin v. Savage (1908), 60 Misc. 605, 112 N. Y. Supp. 802; O'Bannon J. W. Co. v. Curran (1908), 129 A. D. 90, 113 N. Y. Supp. 359; McBride v. Illinois Nat. Bk. (1910), 138 A. D. 339; First Nat. Bk. of Binghamton v. Baker (1914), 148 N. Y. Supp. 372, 163 A. D. 72; Cohen v. Chelsea Exchange Bk. of New York (1917), 164 N. Y. Supp. 75.

Oregon.—Robinson v. Holmes (1910), 57 Oreg. 5, 109 Pac. 754;

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Moll v. Roth Co. (1915), 152 Pac. 235.

Washington.— Galbraith v. Shepard (1906), 43 Wash. 698, 86 Pac. 1113.

United States. — In re Swift (1901), 106 Fed. 65 (Dt. Mass.).

Section 83. The instrument is dishonored by non-payment when:

(1) It is duly presented for payment and payment is refused or cannot be obtained; or

(2) Presentment is excused and the instrument is overdue and unpaid.

Colorado.—Archuleta v. Johnston (1912), 127 Pac. 134.

Massachusetts.— Leonard v. Draper (1905), 187 Mass. 536, 73 N. E. 644.

New York.— German-Am. Bk. v. Milliman (1900), 65 N. Y. Supp. 242, 31 Misc. 87; Reed v. Spear (1905), 107 A. D. 144, 94 N. Y. Supp. 1007.

Tennessee.—Am. Nat. Bk. v. Nat. Fertilizer Co. (1911), 125 Tenn. 329, 143 S. W. 597.

Washington.—Hillman v. Stanley (1909), 56 Wash. 320, 105 Pac. 816.

Section 84. Subject to the provisions of this act, when the instrument is dishonored by non-payment, an immediate right of recourse to all parties secondarily liable thereon accrues to the holder.

Massachusetts.— Leonard v. Draper (1905), 187 Mass. 536, 73 N. E. 644.

New York.— Gilpin v. Savage (1908), 60 Misc. 605, 112 N. Y. Supp. 802; Pittsburg, etc., Coal Co. v. Kerr (1917), 115 N. E. 465, 220 N. Y. 137.

South Dakota.— Scribner State Bk. v. Ransom (1915), 151 N. W. 1023.

Tennessee.—Am. Nat. Bk. v. Nat. Fertilizer Co. (1911), 125 Tenn. 329, 143 S. W. 597.

Washington.—Hillman v. Stanley (1909), 56 Wash. 320, 105 Pac. 816.

Section 85. Every negotiable instrument is payable at the time fixed therein without grace. When the day of maturity falls upon Sunday, or a holiday, the instrument is payable on the next succeeding business day. Instruments falling due (or becoming payable) on Saturday are to be presented for payment on the next succeeding business day, except that instruments payable on demand may, at the option of the holder, be presented for payment before twelve o'clock noon on Saturday when that entire day is not a holiday.

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Massachusetts. — Demelman v. Brazier (1907), 193 Mass. 588, 79 N. E. 812.

New Jersey.— Stanford v. Stanford (1917), 101 Atl. 388

Section 86. Where the instrument is payable at a fixed period after date, after sight, or after the happening of a specified event, the time of payment is determined by excluding the day from which the time is to begin to run, and by including the date of payment.

Section 87. Where the instrument is made payable at a bank it is equivalent to an order to the bank to pay the same for the account of the principal debtor thereon.

Colorado.—De La Vergne v. Globe Printing Co. (1915), 149 Pac. 923.

Kansas.— The N. E. Nat. Bk. of Kansas City, Mo. v. Dick (1911), 84 Kans. 252, 114 Pac. 378.

Kentucky.— Price v. Gatliff's Exrs. (1908), 110 S. W. 332.

Massachusetts.— Elliott v. Worcester Tr. Co. (1905), 189 Mass. 542, 75 N. E. 944.

New York.— Glennan v. Rochester Tr. & Safe Dep. Co. (1912), 152 A. D. 316.

Tennessee.— Pharmacy v. First Nat. Bk. (1915), 176 S. W. 1038.

United States.—Carpenter v. Nat. Shawmut Bk. (1911), 109 C. C. A. 55.

Section 88. Payment is made in due course when it is made at or after the maturity of the instrument to the holder thereof in good faith and without notice that his title is defective.

Alabama.— Oneonta Trust & Banking Co. v. Box (1917), 73 So. 759; Wade v. Kellen (1917), 75 So. 970.

Arkansas.— Johnson v. Aylor (1917), 195 S. W. 4.

Iowa.— Wendt v. Haglestange (1917), 161 N. W. 455.

New York.— Hoch v. Bernstein (1917), 164 N. Y. Supp. 113; Glennan v. Rochester Tr. & Safe Dep. Co. (1912), 152 A. D. 316; Potter v. Sager (1918), 171 N. Y. Supp. 438.

Washington.— Capitol Nat. Bk. v. Robinson (1906), 41 Wash. 454, 83 Pac. 1021.

ARTICLE VII.

NOTICE OF DISHONOR.

Section 89. Except as herein otherwise provided, when a negotiable instrument has been dishonored by non-acceptance or non-

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payment, notice of dishonor must be given to the drawer and to each indorser, and any drawer or indorser to whom such notice is not given is discharged.

Arkansas.— Bibbs v. Hopper (1913), 160 S. W. 879.

California. — Wetzel v. Cole (1917), 165 Pac. 692.

Colorado.—Sykes v. Kruse (1911), 49 Colo. 560, 113 Pac. 1013

Connecticut.— Peck v. Easton (1902), 74 Conn. 456, 51 Atl. 134; Foster v. Balch (1907), 79 Conn 449; Hopkins v. Merrill (1907), 79 Conn. 626, 66 Atl. 174; Cent. Nat Bk. v. Stoddard (1910), 83 Conn. 330, 76 Atl. 472; Blue Ribbon Garage v Baldwin (1917), 101 Atl. 83.

Florida.— Worley v. Johnson (1910), 53 So. 542.

Illinois.— State Bk. of Clinton v. Parkhurst (1910), 155 Ill. App. 101; Sublette Ex. Bk. v. Fitzgerald (1912), 168 Ill. App. 240.

Kansas.— Guaranty Inv. Co. v. Gamble (1918), 171 Pac. 1152.

Kentucky.— Fritts v. Kirchdorfer (1910), 124 S. W. 882; Mechanics & Farmer's Sav. Bk. v. Katterjohn (1910), 137 Ky. 427, 125 S. W. 1071; Hoyland v. Nat. Bk. of Middleborough (1910), 137 Ky 682, 126 S. W. 356; First Nat. Bk. v. Bickel (1911), 143 Ky. 754, 137 S. W. 790; Williams v Paintsville Nat. Bk. (1911), 143 Ky 781 137 S. W. 535; Sim v. Citizens Bk. (1917), 191 S. W. 489.

Louisiana.— Wisdom & Levy v. Bille (1908), 120 La. 699, 45 So. 554.

Maryland.— Lightner v. Roach (1915), 95 Atl. 62, 126 Md. 474.

Massachusetts.— Commercial Nat. Bk. v. Clarke (1902), 180 Mass. 249; Bennet v. Tremont Securities Co. (1915), 108 N. E. 891.

Missouri.— Overland Auto Co. v. Winter (1915), 180 S. W 561; Eaves v Keeton (1917), 193 S W 629; Peoples Bank of Ava v Baker (1917), 193 S. W. 632.

New Hampshire.— Trafton v. Garnsey (1916), 99 Atl. 290.

New Jersey.— Battery Park Bk v. Ramsey (1917), 100 Atl 51; Motley v. Darling (1918), 102 Atl 853.

New York.— Ebling Brewing Co. v. Rheinheimer (1900), 32 Misc. 594, 66 N. Y. Supp. 458; University Press v. Williams (1900), 48 A. D. 188; Mohlman Co. v. McKane (1901), 60 A. D. 546; Kelly v. Theiss (1901), 65 A. D 146; Fonseca v. Hartman (1903), 84 N. Y. Supp. 131; Am. Ex. Nat. Bk. v. Am. Hotel Victoria Co. (1905), 103 A. D. 372, 92 N. Y. Supp. 1006; Reed v. Spear (1905), 107 A. D. 144, 94 N. Y. Supp. 1007; Howard v. Bk. of the Metropolis (1916), 115 A. D. 326; Scanlon v. Wallach (1907, 102 N. Y. Supp. 1090, 53 Misc. 104; Ewald v. Faulbaker Stable Co. (1907), 105 N. Y. 114; Sherman v. Ecker (1908), 58 Misc. 546, 110 N. Y. Supp. 265; Bacigalupo v. Parilli (1908), 112 N. Y. Supp. 1040; O'Bannon J. W. Co. v. Curran (1908), 129 A. D. 90, 113 N. Y. Supp. 359; Kuflick v. Glasser (1909). 114 N. Y. Supp. 870; Dupont de Nemour Powder Co. v. Rooney (1909). 63 Misc. 344, 117 N. Y. Supp. 220; Studebaker Bros. Co. v. Guether (1910), 123 N. Y.

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Supp. 118; Noonan & Price Co. v E. Kwanok Realty Co. (1910), 123 N. Y. Supp. 915; Klotz v. Silver (1911), 127 N. Y. Supp. 1090; Mayer v. Boyle (1912), 132 N. Y. Supp. 729; Smith v. Leiman (1912), 133 N. Y. Supp. 1001; Pirl v. Cary (1912), 134 N. Y. Supp. 1036; Badt v. Miller (1912), 135 N. Y. Supp. 13, 150 A. D. 920.

North Carolina.—Rouse v. Wooten (1906), 140 N. Car. 557, 53 S. E. 430, 111 Am. St. 875; Perry Co. v. Taylor (1908), 148 N. Car. 362; Houser v. Fayssoux (1914), 83 S. E. 692; First Nat. Bk. of Henderson v. Johnson (1915), 86 S. E. 360; Edwards v. Standard Life Ins. Co. (1917), 92 S. E. 695; Newland v. Moore (1917), 92 S. E. 367; Barker v. W. M. Absher Co. (1918), 96 S. E. 43; Horton v. Wilson (1918), 95 S. E. 904.

North Dakota.— Union State Bk. v. Benson (1917), 165 N. W. 509.

Ohio.— Rockfield v. First Nat. Bk. of Springfield (1907), 77 Ohio St. 311, 83 N. E. 392.

Oregon.— Robinson v. Holmes (1910), 57 Oreg. 5, 109 Pac. 754.

Pennsylvania.— Link v. Bergdoll (1907), 35 Pa. Super. Ct. 155; First Nat. Bk. v. McBride (1911), 230 Pa. 261.

Rhode Island.— Cook v. Am. Tubing & Webbing Co. (1906), 28 R. I 41, 65 Atl. 641; Dealey v. Choquet (1907), 28 R. I. 338.

Tennessee.—Am. Nat. Bk. v. Nat. Fertilizer Co. (1911), 125 Tenn 329, 143 S. W. 597; Nolan v. H. E. Wilcox Motor Co. (1917), 195 S. W. 581.

Virginia.—Security Loan & Trust Co. v. Fields (1910), 110 Va. 827, 67 S. E. 342.

Washington.— Galbraith v. Shepard (1906), 43 Wash. 698, 86 Pac. 1113; Bardshar v. Chaffee (1916), 156 Pac. 388; Codd v. Von Der Ake (1916), 159 Pac. 686.

West Virginia.— Rusmissel v. White Oak Co (1917), 92 S. E. 672.

Section 90. The notice may be given by or on behalf of the holder, or by or on behalf of any party to the instrument who might be compelled to pay it to the holder, and who upon taking it up would have a right to reimbursement from the party to whom the notice is given.

Connecticut.— Blue Ribbon Garage v. Baldwin (1917), 101 Atl 83.

Illinois.—W. A. Fowler Paper Co v. Best Jones Sales Book Co. (1913), 183 Ill. App. 310.

Kentucky.— Williams v. Paintsville Nat. Bk. (1911). 143 Ky. 781, 137 S. W. 535.

Missouri. — Eaves v. Keeton (1917), 193 S. W. 629.

New York.— University Press v. Williams (1900), 48 A. D. 188; Trader's Nat. Bk. v. Jones (1905), 104 A. D. 433, 93 N. Y. Supp. 768.

Rhode Island.— Cook v. Am. Tubing & Webbing Co. (1906), 28 R. I. 41, 65 Atl. 641.

United States.—Piedmont & Caro. Ry. Co. v. Shee (1915), 223 Fed. 973 (C. C. A., 4th Ct.).

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Section 91. Notice of dishonor may be given by an agent either in his own name or in the name of any party entitled to give notice, whether that party be his principal or not.

Illinois.—W. A. Fowler Paper Co. v. Best-Jones Sales Book Co. (1913), 183 Ill. App. 310.

New York.—Kelly v. Theiss (1902), 77 A. D. 81; Trader's Nat. Bk. v. Jones (1905), 104 A. D. 433, 93 N. Y. Supp. 768; First Nat. Bk. of the City of Brooklyn v. Gridley (1906), 98 N. Y. Supp. 445, 112 A. D. 398.

Section 92. Where notice is given by or on behalf of the holder, it enures for the benefit of all subsequent holders and all prior parties who have a right of recourse against the party to whom it is given.

Pennsylvania.—Nat. Bk. of Phoenixville v. Bonsor (1909), 38 Pa. Super. Ct. 275.

Section 93. Where notice is given by or on behalf of a party entitled to give notice, it enures for the benefit of the holder and all parties subsequent to the party to whom notice is given.

New York.—Weiss v. Rieser (1909), 62 Misc. 292, 114 N. Y. Supp. 983.

United States.—Piedmont & Ca. Ry. Co. v. Shee (1915), 223 Fed. 973 (C. C. A., 4th Ct.).

Section 94. Where the instrument has been dishonored in the hands of an agent, he may either himself give notice to the parties liable thereon, or he may give notice to his principal. If he give notice to his principal, he must do so within the same time as if he were the holder, and the principal upon the receipt of such notice himself the same time for giving notice as if the agent had been an independent holder.

Colorado.—De La Vergne v. Globe Printing Co. (1915), 148 Pac. 923.

Connecticut.—Gleason v. Thayer (1913), 87 Atl. 790.

Illinois.—W. A. Fowler Paper Co. v. Best-Jones Sales Book Co. (1913), 183 Ill. App. 310.

Massachusetts.—Middleborough Nat. Bk. v. Cole (1906), 191 Mass. 168, 77 N. E. 781.

New York.—Brill v. Jefferson Bk. (1913), 159 A. D. 461, 144 N. Y. Supp. 539.

North Carolina.—State Bk. of Chicago v. Carr (1902), 130 N. Car. 479.

United States.—Lyons v. Westwater (1910), 103 C. C. A. 663, 181 Fed. 681 (Pa.).

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Section 95. A written notice need not be signed, and an insufficient written notice may be supplemented and validated by verbal communication. A misdescription of the instrument does not vitiate the notice unless the party to whom the notice is given is in fact mislead thereby.

California. — Smith v. Hirst (1917), 163 Pac. 334.

Connecticut.— Blue Ribbon Garage v. Baldwin (1917), 101 Atl. 83.

Iowa.— Higby v. Bahrenfuss (1917), 163 N. W. 247.

Kentucky.— Grayson Co. Bk. v. Elbert (1912), 137 S. W. 792.

New York.— Wilson v. Peck (1910), 121 N. Y. Supp. 344, 66 Misc. 179; Mayer v. Boyle (1912), 132 N. Y. Supp. 729.

Pennsylvania.— Marshall v. Sonneman (1906), 216 Pa. 65, 64 Atl. 874.

Wisconsin.— Second Nat. Bk. of Richmond v. Smith (1903), 118 Wis. 18, 94 N. W. 664; First Nat. Bk. v. McBride (1911), 230 Pa. 261.

Section 96. The notice may be in writing or merely oral and may be given in any terms which sufficiently identify the instrument, and indicate that it has been dishonored by non-acceptance or non-payment. It may in all cases be given by delivering it personally or through the mails.

Alabama.— Scarborough v. City Nat. Bk. (1908), 157 Ala. 577, 48 So. 62.

California. — Smith v. Hirst (1917), 163 Pac. 334, 32 Cal. App. 507.

Colorado.— De La Vigne v. Globe Printing Co. (1915), 148 Pac. 923.

Florida.— Ryan v. State (1910), 60 Fla. 25, 53 S. E. 448; Jones v. Manitowoc Shipbuilding & Dry Dock Co. (1913), 62 So. 590.

Kentucky.— Grayson Co. Bk. v. Elbert (1912), 137 S. W. 792; Doherty v. First Nat. Bk. (1916), 186 S. W. 937.

New Jersey.— Battery Park Bk. v. Ramsay (1917), 100 Atl. 51.

New York.— University Press v. Williams (1900), 48 A. D. 188; Kelly v. Theiss (1902), 77 A. D. 81; Am. Ex. Nat. Bk. v. Am. Hotel Victoria Co. (1905), 103 A. D. 373, 92 N. Y. Supp. 1006; Reed v. Spear (1905), 107 A. D. 144, 94 N. Y. Supp. 1007; Klotz v. Silver (1911), 127 N. Y. Supp. 1090; Mayer v. Boyle (1912), 132 N. Y. Supp. 729; Merrell Chem. Co. v. Root (1915), 152 N. Y. Supp. 368.

Oregon.—Price v. Warner (1911), 60 Oreg. 7, 118 Pac. 173.

Pennsylvania.— Marshall v. Sonneman (1906), 216 Pa. 65, 64 Atl. 874; Zoller v. Moffitt (1909), 222 Pa. 644; First Nat. Bk. v. McBride (1911), 230 Pa. 261.

Washington.— Gleeson v. Lichty (1911), 62 Wash. 656, 114 Pac. 518; Schultz v. Crewdson (1917), 163 Pac. 734.

Wisconsin.— Second Nat. Bk. of Richmond v. Smith (1903), 118 Wis. 18, 94 N. W. 664.

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Section 97. Notice of dishonor may be given either to the party himself or to his agent in that behalf.

Florida.— Jones v. Manitowoc Shipbuilding & Dry Dock Co. (1913), 62 So. 590.

Illinois.—W. A. Fowler Paper Co. v. Best-Jones Sales Book Co. (1913), 183 Ill. App. 310.

Indiana.— Swift & Co. v. Miller (1917), 113 N. E. 447.

New York.— Mohlman Co. v. McKane (1901), 60 A. D. 546; Am. Ex. Nat. Bk. v. Am. Hotel Victoria Co. (1905), 103 A. D. 372, 92 N. Y. Supp. 1006; Reed v. Spear (1905), 107 A. D. 144, 94 N. Y. Supp. 1007.

Tennessee.—Am. Nat. Bk. v. Nat. Fertilizer Co. (1911), 125 Tenn. 329, 143 S. W. 597.

Section 98. When any party is dead, and his death is known to the party giving notice, the notice must be given to a personal representative, if there be one, and if with reasonable diligence he can be found. If there be no personal representative, notice may be sent to the last residence or last place of business of the deceased.

New York.— Merchants Bank v. Brown (1903), 86 A. D. 599, 83 N. Y. Supp. 1037.

Section 99. Where the parties to be notified are partners, notice to any one partner is notice to the firm even though there has been a dissolution.

Kentucky.— Aud v. McElvoy (1917), 197 S. W. 824.

Massachusetts. — Feigenspan v. McDonald (1909), 201 Mass. 341, 87 N. E. 624.

New York.— Trader's Nat. Bk. v. Jones (1905), 104 A. D. 433, 93 N. Y. Supp. 768.

Pennsylvania. — Kensington Nat. Bk. v. Ware (1906), 32 Pa. Super. Ct. 247.

Section 100. Notice to joint parties who are not partners must be given to each of them, unless one of them has authority to receive such notice for the others.

Kentucky.—Doherty v. First Nat. Bk. (1916), 186 S. W. 937.

New York.— Bennett v. Kisler (1917), 163 N. Y. Supp. 555.

Section 101. Where a party has been adjudged a bankrupt or an insolvent, or has made an assignment for the benefit of cred-

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itors, notice may be given either to the party himself or to his trustee or assignee.

Section 102. Notice may be given as soon as the instrument is dishonored; and unless delay is excused as hereinafter provided, must be given within the times fixed by this act.

California.— Smith v. Hirst (1917), 163 Pac. 334, 32 Cal. App. 507.

Kentucky.— Elsey v. Peoples Bk. of Bardwell (1916), 182 S. W. 873.

Maine.— Kerr v. Dyer (1917), 102 Atl. 178.

New York.— German-Am. Bk. v. Milliman (1900), 65 N. Y. Supp. 242, 31 Misc. 87.

Tennessee.—Am. Nat. Bk. v. Nat. Fertilizer Co. (1911), 125 Tenn. 329, 143 S. W. 597.

Section 103. Where the person giving and the person to receive notice reside in the same place, notice must be given within the following times:

(1) If given at the place of business of the person to receive notice, it must be given before the close of business hours on the day following.

(2) If given at his residence, it must be given before the usual hours of rest on the day following.

(3) If sent by mail, it must be deposited in the post-office in time to reach him in usual course on the day following.

Colorado.— Emerson & Buckingham Bk. & Trust Co. v. Greman-American Trust Co. (1919), 176 Pac. 472.

Indiana.— Swift & Co. v. Miller (1917), 113 N. E. 447.

New York.— Cassel v. Regierer (1908), 114 N. Y. Supp. 601; Kelly v. Theiss (1901), 65 A. D. 146; Jurgens v. Vichman (1908), 124 A. D. 531, 108 N. Y. Supp. 881; In re Mandelbaum (1913), 141 N. Y. Supp. 319; Klotz v. Silver (1911), 127 N. Y. Supp. 1090; Siegel v. Dubnisky (1907), 56 Misc. 68, 107 N. Y. Supp. 678; Smith Co. v. America-Europe Co. (1911), 128 N. Y. Supp. 81; Solomon v. Cohen (1905), 94 N. Y. Supp. 502; Wilson v. Peck (1910), 121 N. Y. Supp. 344. 66 Misc. 179.

Oregon.— Price v. Warner (1911), 60 Oreg. 7, 118 Pac. 173.

Rhode Island.—Dealey v. Choquet (1907), 28 R. I. 338.

South Carolina.— Norwood Nat. Bk. v. Piedmont Pub. Co. (1917), 91 S. E. 866.

Section 104. Where the person giving and the person to receive

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notice reside in different places, the notice must be given within the following times:

(1) If sent by mail, it must be deposited in the post-office in time to go by mail the day following the day of dishonor, or if there be no mail at a convenient hour on that day, by the next mail thereafter.

(2) If given otherwise than through the post-office, then within the time that notice would have been received in due course of mail, if it had been deposited in the post-office within the time specified in the last subdivision.

Colorado.—De La Vergne v. Globe Printing Co. (1915), 148 Pac. 923.

Idaho. — Hudson v. Carlson (1918), 170 Pac. 100.

Indiana.— Swift & Co. v. Miller (1916), 113 N. E. 447.

Iowa.— Citizens Bk. of Pleasantville v. First Nat. Bk. of Pleasantville (1907), 135 Iowa, 605, 13 L. R. A. (N. S.) 303, 113 N. W. 481.

Massachusetts.— Harris v. Baker (1917), 115 N. E. 292.

New Jersey.— Second Nat. Bk. of Hoboken v. Smith (1918), 103 Atl. 862.

New York.— Jurgens v. Wichman (1908), 124 A. D. 531, 108 N. Y. Supp. 881; Kelly v. Theiss (1901), 65 A. D. 146; Metropolitan Bk. v. Engel (1901), 66 A. D. 273; Mohlman Co. v. McKane (1901), 60 A. D. 546; Smith Co. v. America-Europe Co. (1911), 128 N. Y. Supp. 81; University Press Co. v. Williams (1900), 48 A. D. 188.

West Virginia.— Farmers Nat. Bk. v. Howard (1912), 71 W. Va. 57.

Wisconsin.— First Nat. Bk. of Shawano v. Miller (1909), 139 Wis. 126, 120 N. W. 820.

California.— Seeley v. Stoltz, Inc. (1917), 163 Pac. 681, 32 Cal. App. 458.

Section 105. Where notice of dishonor is duly addressed and deposited in the post-office, the sender is deemed to have given due notice, notwithstanding any miscarriage in the mails.

Illinois.— Kewanee Nat. Bk. v. Ladd (1912), 175 Ill. App. 151.

Massachusetts. — Feigenspan v. McDonald (1909), 201 Mass. 341, 87 N. E. 624; Harris v. Baker (1917), 115 N. E. 292.

Michigan.— First Nat. Bk. of Manistee v. Star Watch Case Co. (1915), 153 N. W. 722.

Missouri. — Eaves v. Keeton (1917), 153 S. W. 629; First Nat. Bk. of Grant City v. Korn (1915), 179 S. W. 721.

New Jersey.— Battery Park Bk. v. Ramsay (1917), 100 Atl. 51.

New York.— Century Bk. of City of N. Y. v. Breithart (1915), 151 N. Y. Supp. 588; McGrath v. Francoline (1915), 156 N. Y. Supp. 981; State Bank v. Soloman (1903), 84 N. Y. Supp. 976; Union Bk. of

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Brooklyn v. Deshel (1910), 123 N. Y. Supp. 585.

Pennsylvania.— First Nat. Bk. of Hanover v. Delone (1916), 98 Atl. 1042; Siegel v. Hirsch (1904), 26 Pa. Super. Ct. 398; Zoller v. Moffitt (1909), 222 Pa. 644.

West Virginia.— Board of Education v. Angel (1915), 84 S. E. 747; Farmer's Nat. Bk. v. Howard (1912), 71 W. Va. 57.

Section 106. Notice is deemed to have been deposited in the post-office when deposited in any branch post-office or in any letter box under the control of the post-office department.

California.— Seely v. Stoltz, Inc. (1917), 163 Pac. 681, 32 Cal. App. 458.

Connecticut.— Cent. Nat. Bk. v. Stoddard (1910), 83 Conn. 330, 76 Atl. 472.

New York.— Wilson v. Peck (1910), 121 N. Y. Supp. 344, 66 Misc. 179.

New Jersey.— Battery Park Bk. v. Ramsay (1917), 100 Atl. 51.

Pennsylvania.— Phoenix Brewing Co. v. Weiss (1903), 23 Pa. Super. Ct. 519.

Section 107. Where a party receives notice of dishonor, he has, after the receipt of such notice, the same time for giving notice to antecedent parties that the holder has after the dishonor.

Connecticut.— Gleason v. Thayer (1913), 87 Atl. 790.

Kentucky.— Williams v. Paintsville Nat. Bk. (1911), 143 Ky. 781, 137 S. W. 535.

New York.—Brill v. Jefferson Bk. (1913), 159 A. D. 461, 144 N. Y. Supp. 539; Fuller Buggy Co. v. Waldron (1907), 188 N. Y. 630; Jurgens v. Wichman (1908), 124 A. D. 531, 108 N. Y. Supp. 881.

Section 108. Where a party has added an address to his signature, notice of dishonor must be sent to that address; but if he has not given such address, then the notice must be sent as follows:

(1) Either to the post-office nearest to his place of residence, or to the post-office where he is accustomed to receive his letters; or

(2) If he live in one place, and have his place of business in another, notice may be sent to either place; or

(3) If he is sojourning in another place, notice may be sent to the place where he is so sojourning.

But where the notice is actually received by the party within the time specified in this act, it will be sufficient, though not sent in accordance with the requirements of this section.

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Colorado.— Torbet v. Montague (1912), 127 Pac. 134.

Massachusetts.— Hall v. Crane Raymond (1914), 217 Mass. 98, 104 N. E. 489.

Missouri.— First Nat. Bank of Grant City v. Korn (1915), 179 S. W. 721; Vogel v. Starr (1908), 132 Mo. App. 430, 112 S. W. 27.

New York.— Albany Trust Co. v. Frothingham (1906), 50 Misc. 598, 99 N. Y. Supp. 343; Century Bk. of City of N. Y. v. Breithart (1915), 151 N. Y. Supp. 588; Dupont de Nemour Powder Co. v. Rooney (1909), 63 Misc. 344, 117 N. Y. Supp. 220; Ebling Brewing Co. v. Rheinheimer (1900), 32 Misc. 594, 66 N. Y. Supp. 458; Fonseca v. Hartman (1903), 84 N. Y. Supp. 131; In re Mandelbaum (1913), 141 N. Y. Supp. 319; McGrath v. Francoline (1915), 156 N. Y. Supp. 981; Mohlman Co. v. McKane (1901), 60 A. D. 546; Smith Co. v. America-Europe Co. (1911), 128 N. Y. Supp. 81.

Pennsylvania.— Scott v. Brown (1913), 87 Atl. 431; Siegel v. Hirsch (1904), 26 Pa. Super Ct. 398.

Rhode Island.— Knight v. Infantry Hall Auditorium Co. (1913), 35 R. I. 383, 87 Atl. 165.

Section 109. Notice of dishonor may be waived, either before the time of giving notice has arrived, or after the omission to give due notice, and the waiver may be express or implied.

Colorado.—Archuleta v. Johnston (1906), 38 Colo. 325, 87 Pac. 1145.

Florida.— Worley v. Johnson (1910), 53 So. 542.

Illinois.— Steward v. Soenksen (1912), 173 Ill. App. 1.

Iowa.— Porter v. Moles (1911), 151 Iowa, 279, 131 N. W. 23; Quinn v. Bane (1917), 164 N. W. 788.

Kentucky.—Doherty v. First Nat. Bk. (1916), 186 S. W. 937; Mechanics & Farmer's Sav. Bk. v. Katterjohn (1910), 137 Ky. 427, 125 S. W. 1071; Owensboro Sav. Bk. & Tr. Co.'s Receiver v. Haynes (1911), 136 S. W. 1004.

Louisiana.— Frank Taylor Kendrick Co. v. Voissement (1918), 77 So. 895.

Maryland.— Linthicum v. Bagby (1917), 102 Atl. 997.

Massachusetts.— Lankofsky v. (1913), 213 Mass. 325; Toole v. Crafts (1907), 196 Mass. 397, 82 N. E. 22.

Missouri.— Belch v. Roberts (1915), 177 S. W. 1062.

New York.— Hayward v. Empire St. Sugar Co. (1905), 105 A. D. 21; O'Bannon J. W. Co. v. Curran (1908), 129 A. D. 90, 113 N. Y. Supp. 359; Weil v. Corn Ex. Bk. (1909), 63 Misc. 300, 116 N. Y. Supp. 665.

North Carolina.— First Nat. Bk. of Henderson v. Johnson (1915), 86 S. E. 360.

Oregon.—Moll v. Roth Co. (1915), 152 Pa. 235; Robinson v. Holmes (1910), 57 Oreg. 5, 109 Pac. 754; Clark v. Sallaska (1918), 174 Pac. 505.

Pennsylvania.— Aldred's Estate, No. 1 (1911), 229 Pa. 627; Burgettstown Nat. Bk. v. Nill (1906), 213 Pa. 456.

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Virginia.—Security Loan & Trust Co. v. Fields (1910), 110 Va. 827, 67 S. E. 342.

Washington.— Galbraith v. Shepard (1906), 43 Wash. 698, 86 Pac. 1113.

West Virginia. — Thompson v. Curry (1917), 91 S. E. 801.

Section 110. Where the waiver is embodied in the instrument itself, it is binding upon all parties; but where it is written above the signature of an indorser, it binds him only.

Kentucky.— Owensboro Sav. Bk. & Tr. Co.'s Receiver v. Haynes (1911), 136 S. W. 1004; Atkinson v. Skidmore (1913), 153 S. W. 456.

Oregon. — Clark v. Sallaska (1918), 174 Pac. 505.

Pennsylvania.—Burgettstown Nat. Bk. v. Nill (1906), 213 Pa. 456.

West Virginia.— Central Nat. Bk. v. Sciotsville Milling Co. (1917), 91 S. E. 808.

Section 111. A waiver of protest, whether in the case of a foreign bill of exchange or other negotiable instrument, is deemed to be a waiver not only of a formal protest, but also of presentment and notice of dishonor .

Idaho.— Bk. of Montpelier v. Montpelier Lumber Co. (1909), 16 Idaho, 730, 102 Pac. 685.

Kentucky.—Owensboro Sav. Bk. & Tr. Co.'s Receiver v. Haynes (1911), 136 S. W. 1004; Atkinson v. Skidmore (1913), 152 Ky. 413.

Louisiana.— Wisdom & Levy v. Bille (1908), 120 La. 699, 45 So. 554; Frank Taylor Kendrick Co. v. Voissement (1918), 77 So. 895.

North Carolina.— First Nat. Bk. of Henderson v. Johnson (1915), 86 S. E. 360.

Tennessee.— Waterhouse v. Sterchi Bros. (1918), 201 S. W. 150.

Texas.— Barger v. Brubaker (1916), 187 S. W. 1025.

Section 112. Notice of dishonor is dispensed with when, after the exercise of reasonable diligence, it cannot be given to or does not reach the parties sought to be charged.

New York.— University Press v. Williams (1900), 48 A. D. 188; Howard v. Van Gieson (1900), 56 A. D. 217; Fonseca v. Hartman (1903), 84 N. Y. Supp. 131; Silver v. Locheim (1914), 147 N. Y. Supp 29; Mechanic v. Elgie Iron Works (1917), 153 N. Y. Supp. 97.

Section 113. Delay in giving notice of dishonor is excused when the delay is caused by circumstances beyond the control of the holder, and not imputable to this default, misconduct or negli-

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gence. When the cause of delay ceases to operate, notice must be given with reasonable diligence.

New York.— University Press v. Williams (1900), 48 A. D. 188; Howard v. Van Gieson (1900), 56 A. D. 217.

Oregon.— Price v. Warner (1911), 60 Oreg. 7, 118 Pac. 173.

Section 114. Notice of dishonor is not required to be given to the drawer in either of the following cases:

(1) Where the drawer and drawee are the same person;

(2) When the drawee is a fictitious person or a person not having capacity to contract;

(3) When the drawer is the person to whom the instrument is presented for payment.

(4) Where the drawer has no right to expect or require that the drawee or acceptor will honor the instrument;

(5) Where the drawer has countermanded payment.

Arkansas. — Gibbs v. Hopper (1913), 160 S. W. 879.

Florida.— Worley v. Johnson (1910), 53 So. 542.

Massachusetts.— Leonard v. Draper (1905), 187 Mass. 536, 73 N. E. 644.

Missouri.— First Nat. Bank of Grant City v. Korn (1915), 179 S. W. 721; Boaud v. Stewart (1916), 188 S. W. 317.

New Jersey.— Jordon v. Reed (1908), 77 N. J. L. 584, 71 Atl. 280.

New York.— Trader's Nat. Bk. v. Jones (1905), 104 A. D. 435, 93 N. Y. Supp. 768; Scanlon v. Wallach (1907), 102 N. Y. Supp. 1090, 53 Misc. 104; Cassel v. Regierer (1908), 114 N. Y. Supp. 601; Adler v. Levinson (1909), 120 N. Y. Supp. 67.

Rhode Island.— Knight v. Infantry Hall Auditorium Co. (1913), 87 Atl. 195.

Section 115. Notice of dishonor is not required to be given to an indorser in either of the following cases:

(1) Where the drawee is a fictitious person or a person not having capacity to contract, and the indorser was aware of the fact at the time he indorsed the instrument;

(2) Where the indorser is the person to whom the instrument is presented for payment;

(3) Where the instrument was made or accepted for his accommodation.

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Connecticut.— Foster v. Balch (1907), 79 Conn. 449.

Illinois.— First Nat. Bk. of Lincoln v. Sandmeyer (1911), 164 Ill. App. 98.

Massachusetts. — Lankofsky v. Raymond (1914), 104 N. E. 489; Sweetser v. Jordan (1914), 216 Mass. 350.

Missouri.— Hawkins v. Wiest (1912), 167 Mo. App. 439; Overland Auto Co. v. Winters (1915), 180 S. W. 561.

New Jersey.— Jordan v. Reed (1908), 77 N. J. L. 584, 71 Atl. 280.

New York.— Williams v. Brown (1900), 53 A. D. 486; Trader's Nat. Bk. v. Jones (1905), 104 A. D. 433, 93 N. Y. Supp. 768.

Pennsylvania. — Aldred's Estate, No. 1 (1911), 229 Pa. 627.

Tennessee.— Mercantile Bank of Memphis v. Busby (1908), 120 Tenn. 652, 113 S. W. 390; Nolan v. H. E. Wilcox Motor Co. (1917), 195 S. W. 581.

United States.— In re Swift (1901), 106 Fed. 65; McDonald v. Luckenback (1909), 170 Fed. 434, 95 C. C. A. 604.

Section 116. Where due notice of dishonor by non-acceptance has been given notice of a subsequent dishonor by non-payment is not necessary, unless in the meantime the instrument has been accepted.

Maryland. — Scheffenacker v. Hoopes (1910), 113 Md. 111.

New York.— Mt. Morris Bk. v. Twenty-Third Ward Bk. (1902), 172 N. E. 244.

Pennsylvania.— Colonial Tr. Co. v. Nat. Bk. of Western Pa. (1912), 50 Pa. Super. 510.

Section 117. An omission to give notice of dishonor by non-acceptance does not prejudice the rights of a holder in due course subsequent to the omission.

Maryland. — Scheffenacker v. Hoopes (1910), 113 Md. 111.

Missouri.— Wing v. Union Cent. Life Ins. Co. (1914), 168 S. W. 917.

New York.— Mt. Morris Bk. v. Twenty-Third Ward Bk. (1902), 172 N. Y. 244.

Section 118. Where any negotiable instrument has been dishonored it may be protested for non-acceptance or non-payment, as the case may be; but protest is not required except in the case of foreign bills of exchange.

Illinois.—Sublette Ex. Bk. v. Fitzgerald (1912), 168 Ill. App. 240.

Maryland. — Scheffenacker v. Hoopes (1910), 113 Md. 111.

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Massachusetts.— Commercial Nat. Bk. v. Clarke (1902), 180 Mass. 249; Demelman v. Brazier (1907), 193 Mass. 588, 79 N. E. 812; Demelman v. Brazier (1908), 198 Mass. 458, 84 N. E. 856.

New York.— Mt. Morris Bk. v. Twenty-Third Ward Bk. (1902), 172 N. Y. 244; Congress Brewing Co. v. Habenicht (1903), 83 A. D. 141, 82 N. Y. Supp. 481; Howard v. Bk. of the Metropolis (1906), 115 A. D. 326; McBride v. Illinois Nat. Bk. (1910), 138 A. D. 339; Nooman & Price Co. v. E. Kwanok Realty Co. (1910), 128 N. Y. Supp. 915; Gens v. Hamilton (1910), 123 N. Y. Misc. 981; Badt v. Miller (1912), 135 N. Y. Supp. 13. 150 A. D. 920.

Oregon.— Robinson v. Holmes (1910), 57 Oreg. 5, 109 Pac. 754.

Pennsylvania.— Wisner v. First Nat. Bk. of Gallitzin (1906), 220 Pa. 21, 68 Atl. 955, 17 L. R. A. (N. S.) 1266; Whitman v. First Nat. Bk. of Canton (1907), 35 Pa. Super. Ct. 125; Friedman v. Maltingsky (1918), 103 Atl. 731.

Rhode Island.— Knight v. Infantry Hall Auditorium Co. (1913), 87 Atl. 195.

Tennessee.—Am. Nat. Bk. v. Nat. Fertilizer Co. (1911), 125 Tenn. 329, 143 S. W. 597.

ARTICLE VIII.

DISCHARGE OF NEGOTIABLE INSTRUMENTS.

Section 119. A negotiable instrument is discharged:

(1) By payment in due course by or on behalf of the principal debtor;

(2) By payment in due course by the party accommodated, where the instrument is made or accepted fo raccommodation:

(3) By the intentional cancellation thereof by the holder;

(4) By any other act which will discharge a simple contract for the payment of money;

(5) When the principal debtor becomes the holder of the instrument at or after maturity in his own right.

Alabama.—Hagin v. Shoaf (1913), 63 So. 764, 9 Ala. App. 300; Montgomery Bk. & Tr. Co. v. Jackson (1915), 67 So. 235; Sherill v. Merch. & Mech. Tr. & Sav. Bk. (1916), 70 So. 723.

Arizona.— Cowan v. Ramsay (1914), 140 Pac. 501; Big Eye Min. & Mill. Co. v. Livingston (1918), 171 Pac. 989.

Arkansas.— Mammoth Vein Coal Co. v. Bishop (1914), 168 S. W. 1086; Calhoun v. Sharkey (1915), 180 S. W. 216; Tancred v. First Nat. Bk. (1916), 187 S. W. 160; Hamilton Nat. Bk. v. Emigh (1917), 192 S. W. 913; Manly Carriage Co. v. Fowler & Hill (1917), 194 S. W. 708; Peoples Sav. Bk. v. Manes (1919), 206 S. W. 315.

California.— Levey v. Henderson (1917), 169 Pac. 673; Hall v. Thruston (1918), 171 Pac. 285.

Florida.— Peacock v. Home Life Ins. Co. (1917), 75 So. 799.

Idaho.— Fidelity State Bk. v

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Miller (1917), 162 Pac. 244; Federal State Bk. v. Miller (1917), 162 Pac. 244.

Indiana.— Kelley v. York (1915), 109 N. E. 772.

Iowa.— Fullerton Lumber Co. v. Snouffer (1908), 139 Iowa, 176, 117 N. W. 50; Park v. Best (1916), 157 N. W. 233; McCullough v. Reynolds (1917), 165 N. W. 333.

Kansas.— The N. E. Nat. Bk. of Kansas City, Mo. v. Dick (1911), 84 Kans. 252, 114 Pac. 378; Niotaze State Bk. v. Cooper (1917), 162 Pac. 1169; Sigler v. Sigler (1916), 158 Pac. 864.

Kentucky.— Fritts v. Kirchdorfer (1910), 124 S. W. 882; First State Bk. of Nortonville v. Williams (1915), 175 S. W. 10; Smith v. Smith (1915), 178 S. W. 1058; Bk. of Willard v. Pa. & Ky. Fire Brick Co. (1917), 194 S. W. 110.

Louisiana.— J. I. Case Threshing Machine Co. v. Bridger (1913), 63 So. 319.

Massachusetts.— Austin v. Papanti (1908), 197 Mass. 584; Illustrated Card & Novelty Co. v. Dolan (1911), 208 Mass. 53; Union Tr. Co. v. McGinty (1912), 212 Mass. 205, 98 N. E. 679; Arlington Nat. Bk. v. Bennett (1913), 214 Mass. 352, 101 N. E. 982; Baldwin v. Porter (1914), 217 Mass. 15; Clark v. Young (1918), 120 N. E. 397.

Mississippi.— Sivley v. Williamson (1916), 72 So. 1008; Davidson v. Plant (1917), 74 So. 328, 113 Miss. 482; Bass v. Borries (1918), 77 So. 189.

Missouri.— Lane v. Hyder (1912), 163 Mo. App. 688, 147 S. W. 514; Citizen's Bk. of Senath v. Douglass (1913), 161 S. W. 601; Meredith v. Pemberton (1913), 170 Mo. App. 100, 156 S. W. 704; Shark v. Sherf (1919), 207 S. W. 863.

Nebraska.— Farmers & Mech. Bk. of Ulysses v. Tate (1914), 147 N. W. 313; Gillard v. Honeywell (1919), 170 N. W. 357; Belk v. Capital Fin. Ins. Co. (1919), 169 N. W. 262.

New York.—Schwartzman v. Post (1903), 84 N. Y. Supp. 922, 94 A. D. 474; First Nat. Bk. of the City of Brooklyn v. Gridley (1906), 112 A. D. 398, 98 N. Y. Supp. 445; Pavenstedt v. N. Y. Life Ins. Co. (1906), 113 A. D. 866, 99 N. Y. Supp. 614; The Royal Bk. of N. Y. v. Goldschmidt (1906), 51 Misc. 622, 101 N. Y. Supp. 101; Perry v. Van Norden Tr. Co. (1907), 10 N. Y. Supp. 543; Korkemas v. Macksond (1909), 131 A. D. 728, 116 N. Y. Supp. 85; Bainbridge v. Hoes (1914), 149 N. Y. Supp. 20, 163 A. D. 870; Hoch v. Bernstein (1917), 164 N. Y. Supp. 113; Pittsburg v. Kerr (1917), 115 N. E. 465, 220 N. Y. 137; Broad & Market Nat. Bk. v. Eastern Realty Co. (1918), 168 N. Y. Supp. 149; Elisberg v. Simpson (1919), 173 N. Y. Supp. 128.

North Carolina.— Am. Nat. Bk. of Richmond v. Hill (1915), 85 S. E. 209; First Nat. Bk. of Lumberton v. Lennon (1915), 86 S. E. 715; First Nat. Bk. v. Hall (1917), 93 S. E. 981.

Ohio.— Richards v. Market Ex. Bk. (1910), 81 Ohio St. 348, 55 Ohio Law Bull. 20; First Nat. Bk. of Wellston v. Patton Co. (1910), 32 Ohio Cir. 627.

Oklahoma.—Ardmore State Bk. v. Lee (1916), 159 Pac. 903; Ricks v.

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Johnson (1917), 162 Pac. 476; Wade v. Hall (1917), 166 Pac. 720.

Oregon.— Cellers v. Meachem (1907), 49 Oreg. 186, 10 L. R A. (N. S.) 133; Lumbermen's Nat. Bk. of Portland v. Campbell (1912), 61 Oreg. 123, 121 Pac. 427; Murphy v. Panter (1912), 62 Oreg. 522, 125 Pac. 292.

Pennsylvania.—Brown v. Marmaduke (1915), 93 Atl. 1025.

South Dakota.—Astoria State Bk. v. Markwood (1916), 156 N. W. 583.

Texas.—Jackson v. Home Nat. Bk. (1916), 185 S. W. 893.

Utah.— Wostenholme v. Smith (1908), 34 Utah, 300, 97 Pac. 329; Interstate Trust Co. v. Headlund (1918), 171 Pac. 515.

Washington.—Capitol Nat. Bk. v. Robinson (1906), 41 Wash. 454, 83 Pac. 1021; Pease v. Syler (1914), 138 Pac. 310; State Finance Co. v. Moore (1918), 174 Pac. 22; Kelley v. Bansman (1917), 168 Pac. 181.

West Virginia.— Manchester v. Parsons (1915), 84 S. E. 885.

Wisconsin.— Citizens Nat. Bk. of Green Bay v. Harter (1908), 134 Wis. 408; Marling v. Jones (1909), 138 Wis. 82, 119 N. W. 931; Comstock v. Buckley (1910), 141 Wis. 227, 124 N. W. 414.

Section 120. A person secondarily liable on the instrument is discharged:

(1) By any act which discharges the instrument;

(2) By the intentional cancellation of his signature by the holder;

(3) By the discharge of a prior party;

(4) By a valid tender of payment made by a prior party;

(5) By a release of the principal debtor, unless the holder's right of recourse against the party secondarily liable is expressly reserved;

(6) By any agreement binding upon the holder to extend the time of payment, or to postpone the holder's right to enforce the instrument, unless made with the assent of the party secondarily liable, or unless the right of recourse against such party is expressly reserved.

Arizona.— Cowan v. Ramsay (1914), 140 Pac. 501.

Florida.— Clark v. Union Grocery Co. (1915), 68 So. 766; Williams v. Penn (1917), 75 So. 517; William v. Peninsula Grocery Co. (1917), 75 So. 517.

Idaho.— Frost v. Harbert (1911), 118 Pac. 1095.

Iowa.— Goodman Mfg. Co. v. Mammoth Vein Coal Co. (1918), 168 N. W. 912.

Kansas.— Peoples State Bk. of Wellsville v. Dryden (1914), 137 Pac. 928; Farmers & Drovers Bk. v. Bashor (1916), 160 Pac. 208; Security State Bk. v. Clark (1916),

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160 Pac. 1149; Ger.-Am. St. Bk. v. Watson (1917), 163 Pac. 637.

Kentucky.— First State Bk. of Nortonville v. Williams (1915), 175 S. W. 10; Mut. Ben. Life Ins. Co. v. First Nat. Bk. (1914), 169 S. W. 1028.

Louisiana.— J. I. Case Threshing Machine Co. v. Bridger (1913), 133 La. 754, 63 So. 319; Lewy v. Wilkinson (1914), 64 So. 1003; Commercial Nat. Bk. v. Sanders (1916), 72 So. 891.

Maryland.— Venderford v. Farmers & Mechanics Nat. Bk. of Westminster (1907), 105 Md. 164, 66 Atl. 47.

Massachusetts.— Union Tr. Co. v. McGinty (1912), 212 Mass. 205, 98 N. E. 679; Arlington Nat. Bk. v. Bennett (1913), 214 Mass. 352, 101 N. E. 982; Paul Revere Trust Co. v. Castle (1918), 120 N. E. 352.

Michigan.— Butterfield v. Reynolds (1917), 163 N. W. 86.

Missouri.— Miners & Merchants Bk. v. Rogers (1907), 123 Mo. App. 569, 100 S. W. 534; Lane v. Hyder (1912), 163 Mo. App. 688, 147 S. W. 514; Citizen's Bk. of Senath v. Douglass (1913), 161 S. W. 601; Night & Day Bk. v. Rosenbanm (1915), 177 S. W. 693; Bank of Chillicothe v. Gundy (1916), 189 S. W. 412.

New Jersey.— Friele v. Rudiger (1918), 104 Atl. 142.

New Mexico.— First Nat. Bk. of Albuquerque v. Stover (1916), 155 Pac. 905.

New York.— State Bk. v. Kahn (1906), 49 Misc. 500, 98 N. Y. Supp. 858; McCormick v. Shea (1906), 99 N. Y. Supp. 467, 50 Misc. 592; Ziegfried v. Stein (1909), 117 N. Y. Supp. 900; Nat. Park Bk. v. Koehler (1909), 137 A. D. 785, 121 N. Y. Supp. 640; Bloom v. Polacsek (1910), 121 N. Y. Supp. 951; Zimmerman v. Kastner (1910), 123 N. Y. Supp. 952; Union Tr. Co. of New Jersey v. McCrum (1911), 145 A. D. 409; Greenberg v. Ginsberg (1913), 143 N. Y. Supp. 1017, 82 Misc. 415; Orth v. Anderson (1914), 146 N. Y. Supp. 689; Union Bk. v. Sullivan (1915), 108 N. E. 558, 214 N. Y. 332; Brosemer v. Brosemer (1917), 162 N. Y. Supp. 1067; Silverman v. Rubenstein (1917), 162 N. Y. Supp. 733.

North Carolina.— First Nat. Bk. of Henderson v. Johnson (1915), 88 S. E. 360.

North Dakota.— First Nat. Bank of Pomeroy v. Buttery (1908), 17 N. D. 326, 116 N. W. 341, 16 L. R. A. (N. S.) 878; Northern State Bk. v. Bellany (1910), 125 N. W. 888.

Oklahoma.—Bank of Commerce v. Jackson (1918), 170 Pac. 474.

Oregon.— Cellers v. Meachem (1907). 49 Oreg. 186, 10 L. R. A. (N. S.) 133; Murphy v. Panter (1912), 62 Oreg. 522, 125 Pac. 292; Peterson v. Thompson (1915), 151 Pac. 721; Everding & Farrell v. Taft (1916), 160 Pac. 1160.

Pennsylvania.— First Nat. Bk. of York v. Diehl (1907), 218 Pa. 588; In re Moritz's Estate (1913), 86 Atl. 875; Second Nat. Bk. of Mechanicsburg v. Graham (1914), 92 Atl. 198; First Nat. Bk. of Hanover v. Delone (1916), 98 Atl. 1042.

Rhode Island.—Dealey v. Choquet (1907), 28 R. I. 338.

South Carolina.— Bank of Inman v. Elliott (1915), 84 S. E. 996.

South Dakota.—Runely v. Anderson (1915), 150 N. W. 939; Wilcox

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v. McCain Land & Live Stock Co. (1916), 159 N. W. 49; First Nat. Bk. v. Brule Nat. Bk. (1917), 161 N. W. 616.

Tennessee.— Dies v. Wilson Co. Bk. (1914), 165 S. W. 248; Hamilton Nat. Bk. v. Breeden (1914), 171 S. W. 86; Graham v. Shepard (1916), 189 S. W. 867.

Texas.— Wills v. Tyler (1916), 186 S. W. 862.

Utah.— Wostenholme v. Smith (1908), 34 Utah, 300, 97 Pac. 329.

Virginia.— Cape Charles Bk. v. Farmers Mutual Exchange (1917), 92 S. E. 918.

Washington.— Davis v. Byrne (1915), 152 Pac. 14; Davis v. Gutheil (1915), 152 Pac. 14, 87 Wash. 596.

Wisconsin.— Citizens Nat. Bk. of Green Bay v. Harter (1908), 134 Wis. 408; State Bk. of LaCrosse v. Michel (1913), 152 Wis. 88; Ger. Nat. Bk. v. Barber (1914), 149 N. W. 767.

United States.— Nalitzky v. Williams (1917), 237 Fed. 802.

Section 121. Where the instrument is paid by a party secondarily liable thereon, it is not discharged; but the party so paying it is remitted to his former rights as regards all prior parties, and he may strike out his own and all subsequent indorsements, and again negotiate the instrument, except:

(1) Where it is payable to the order of a third person, and has been paid by the drawer; and

(2) Where it was made or accepted for accommodation, and has been paid by the party accommodated.

Indiana.— Parker v. First Nat. Bk. of Fort Wayne (1915), 109 N. E. 75.

Kansas.— Lill v. Gleason (1914), 142 Pac. 287.

Massachusetts.— Quimby v. Varnum (1906), 190 Mass. 211, 76 N. E. 671.

Missouri.— Cantrell v. Davidson (1914), 168 S. W. 271.

New Jersey.— Pohlemus v. Prudential Realty Co. (1907), 74 N. J. L. 570, 67 Atl. 303.

New York.— The Royal Bk. of New York v. Goldschmidt (1906), 51 Misc. 622, 101 N. Y. Supp. 101; Josepsohn v. Gens (1914), 147 N. Y. Supp. 451; Assets Realization Co. v. Mercantile Nat. Bk. (1915), 153 N. Y. Supp. 156.

Oregon.—Noble v. Beeman-Spaulding-Woodward Co. (1913), 131 Pac. 1003.

Washington.— Pease v. Syler (1914), 138 Pac. 310.

Section 122. The holder may expressly renounce his rights against any party to the instrument, before, at or after its maturity. An absolute and unconditional renunciation of his rights against the principal debtor made at or after the maturity of the instrument discharges the instrument. But a renunciation does not affect the rights of a holder in due course without notice. A renun-

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ciation must be in writing, unless the instrument is delivered up to the person primarily liable thereon.

Louisiana.— J. I. Case Threshing Machine Co. v. Bridger (1913), 133 La. 754, 63 So. 319.

Massachusetts. — Faneuil Hall Nat. Bk. v. Meloon (1903), 183 Mass. 66, 66 N. E. 410.

Maryland. —Whitcomb v. Nat. Exch. Bk. (1914), 91 Atl. 689, 123 Md. 612.

Missouri.— Dickinson v. Vail (1918), 203 S. W. 635.

New York.—Leask v. Dew (1905), 102 A. D. 529, 92 N. Y. Supp. 891.

Oklahoma.— Campbell v. Newton & Driskoll (1915), 152 Pac. 841.

Oregon.— Cellers v. Meachem (1907), 49 Oreg. 186, 10 L. R. A. (N. S.) 133.

Washington.— Baldwin v. Daly (1906), 83 Pac. 724; Pitt v. Little (1910), 58 Wash. 355, 108 Pac. 941; Jinnet v. Greene (1915), 151 Pac. 99, 87 Wash. 40.

Section 123. A cancellation made unintentionally, or under a mistake or without the authority of the holder, is inoperative, but where an instrument or any signature thereon appears to have been cancelled the burden of proof lies on the party who alleges that the cancellation was made unintentionally, or under a mistake or without authority.

Illinois.— Fry v. Jenkins (1912), 173 Ill. App. 486.

Kansas.— Holyfield v. Harrington (1911), 84 Kans. 760, 115 Pac. 546.

New York.—First Nat. Bk. of the City of Brooklyn v. Gridley (1906), 112 A. D. 398, 98 N. Y. Supp. 445; McCormick v. Shea (1906), 99 N. Y. Supp. 467, 50 Misc. 592; Union Bk. v. Sullivan (1915), 214 N. Y. 332, 108 N. E. 558.

Tennessee.— Gilley v. Harrell (1906), 118 Tenn. 115, 101 S. W. 424.

Virginia.— Jones Admrs. v. Coleman (1917), 92 S. E. 910.

Section 124. Where a negotiable instrument is materially altered without the assent of all parties liable thereon, it is avoided, except as against a party who has himself made, authorized or assented to the alteration, and subsequent indorsers.

But when an instrument has been materially altered and is in the hands of a holder in due course, not a party to the alteration, he may enforce payment thereof according to its original tenor.

Arkansas. — Arnold v. Wood (1917), 191 S. W. 960.

California. — Smith v. Hirst (1917), 163 Pac. 334, 32 Cal. App. 507.

Colorado.— Ayers v. Walker (1913), 54 Colo. 571.

Connecticut.— Fairfield Co. Nat. Bk. v. Hammer (1915), 95 Atl. 31.

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Illinois.— Peterson v. Emery (1910), 154 Ill. App. 294; Fry v. Jenkins (1912), 173 Ill. App. 486.

Iowa. — Johnston v. Hoover (1908), 138 Iowa, 143, 117 N. W. 277.

Kansas.— McCormick Harvesting Machine Co. v. Lauber (1898), 7 Kans. Ct. of App. 739; New York L. Ins. Co. v. Martindale (1907), 75 Kans. 142, 88 Pac. 559, 121 Am. St. 362; Holyfield v. Harrington (1911), 84 Kans. 760, 115 Pac. 546; Fisher v. Spillman (1911), 85 Kans. 552; Edington v. McLeod (1912), 87 Kans. 426.

Kentucky.— Stanley v. Davis 32 Ky. L. 1135, 107 S. W. 773; Diamond Distilleries Co v. Gott (1910), 137 Ky. 585, 126 S. W. 131; White v. Shepherd (1910), 131 S. W. 17; Tyler v. First Nat. Bk. of Winslow (1912), 150 Ky. 515; Robertson v. Commercial Security Co. (1913), 151 Ky. 336, 153 S. W. 450; Aud v. McElvoy (1917), 197 S. W. 824; Commercial Bank v. Arden (1917), 197 S. W. 951.

Massachusetts.—Jeffrey v. Rosenfeld (1901), 179 Mass. 506; Thorpe v. White (1905), 188 Mass. 333, 74 N. E. 592; Wood v. Skelley (1907), 196 Mass. 114, 81 N. E. 872; Tower v. Stanley (1915), 107 N. E. 1010.

Michigan.—Ensign v. Fogg (1913), 143 N. W. 82.

Minnesota.— Public Bk. of N. Y. v. Burchard Mer. Co. (1916), 160 N. W. 667.

Nebraska.— Bother v. Schwietzer (1909), 84 Neb. 271, 120 N. W. 1129; Bothell v. Miller (1910), 87 Neb. 835.

New Hampshire.— Bisbee v. Pulpit Farm Dairy (1917), 100 Atl. 672.

New Jersey.— Stanford v. Stanford (1917), 101 Atl. 388.

New York.— Critten v. Chemical Nat. Bk. (1901), 60 A. D. 241; Mut. Loan Assn. v. Lesser (1902), 76 A. D. 614, 78 N. Y. Supp. 629; Merchants Bk. v. Brown (1903), 86 A. D. 599, 83 N. Y. Supp. 1037; Packard v. Windholz (1903), 40 Misc. 347, affirmed 88 A. D. 365; Birmingham Tr. Co. v. Whitney (1904), 95 A. D. 280, 88 N. Y. Supp. 578; Moskowitz v. Deutsch (1905), 46 Misc. 603, 92 N. Y. Supp. 721; Colonial Nat. Bk. v. Duerr (1905), 108 A. D. 215, 95 N. Y. Supp. 810; Colonial Nat. Bk. of the City of Brooklyn v. Gridley (1906), 112 A. D. 398, 98 N. Y. Supp. 445; Elias v. Whitney (1906), 98 N. Y. Supp. 667, 50 Misc. 326; Smith v. State Bank (1907), 54 Misc. 550, 104 N. Y. Supp. 750; Timbel v. Garfield Nat. Bk. (1907), 121 A. D. 870, 108 N. Y. Supp. 497; Nat. Ex. Bk. of Albany v. Lester (1909), 194 N. Y. 461, 87 N. E. 79; Witteman v. Glass (1909), 117 N. Y. Supp. 940; Usefof v. Herzenstein (1909), 65 Misc. 45, 119 N. Y. Supp. 290; Trust Co. of Am. v. Conklin (1909), 65 Misc. 1, 119 N. Y. Supp. 367.

North Dakota.— Sawyer State Bk. v. Sutherland (1917), 162 N. W. 696.

Ohio.— Hoffman v. Wiedeman Brewing Co. (1910), 31 Ohio Cir. Ct. 609.

Oklahoma.— Commonwealth Nat. Bk. of Dallas v. Baughman (1910), 27 Okla. 175, 111 Pac. 332; Barrett v. Effenber (1911), 29 Okla. Sup. Ct. 679; Cox v. Kirkwood (1916), 158 Pac. 930; Zehr v. Champlin

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(1916), 159 Pac. 118; Conqueror Trust Co. v. Simmon (1917), 162 Pac. 1098.

Pennsylvania.— Snyder v. Commercial Ex. Nat. Bk. (1908), 221 Pa. 599, 70 Atl. 876.

Rhode Island.— Abram v. Greer (1913), 88 Atl. 884.

Tennessee.— Moss v. Maddux (1902), 108 Tenn. 405.

Texas.— Landon v. Halcomb (1916), 184 S. W. 1098.

Utah.— Wostenholme v. Smith (1908), 34 Utah, 300, 97 Pac. 329; Farmers & Stock Growers' Bank v. Palivant Valley Land Co. (1917), 165 Pac. 462.

Virginia.— Hoffman v. Planter's Nat. Bk. (1901), 99 Va. 480, 39 S. E. 134; Am. Bk. of Orange v. McComb (1906), 105 Va. 473, 54 S. E. 14; Nottingham v. Ackiss (1907), 107 Va. 63, 57 S. E. 592.

Washington.— Washington Finance Corporation v. Glass (1913), 134 Pac. 480; Davis v. Byrne (1913), 152 Pac. 14; Lombardo v. Lombardini (1910), 57 Wash. 352, 106 Pac. 907; Pitt v. Little (1910), 58 Wash. 355, 108 Pac. 941.

Wisconsin.— Hecht v. Shenners (1905), 126 Wis. 27, 105 N. W. 309.

United States.— First Nat. Bk. of Wilkesbarre v. Barnum (1908), 160 Fed. 245; First Nat. Bk. of Shenandoah v. Linver (1911), 187 Fed. 16, 109 C. C. A. 70; Towles v. Tanner (1903), 21 App. D. C. 530; Pensacola State Bk. v. Melton (1913), 210 Fed. 57.

Section 125. Any alteration which changes:

(1) The date;

(2) The sum payable, either for principal or interest;

(3) The time or place of payment;

(4) The number or the relations of the parties;

(5) The medium or currency in which payment is to be made;

Or which adds a place of payment where no place of payment is specified, or any other change or addition which alters the effect of the instrument in any respect, is a material alteration.

California.— Smith v. Hirst (1917), 163 Pac. 334, 32 Cal. App. 507.

Colorado.— Ayers v. Walker (1913), 54 Colo. 571.

Illinois.— Fry v. Jenkins (1913), 173 Ill. App. 486.

Florida.— Gamble v. Malsby (1914), 64 So. 437.

Kansas.— Holyfield v. Harrington (1911), 84 Kans. 760, 115 Pac. 546; Fisher v. Spillman (1911), 85 Kans. 552; Edington v. McLeod (1912), 87 Kans. 426.

Kentucky.— Tyler v. First Nat. Nat. Bk. of Winslow (1912), 150 Ky. 515.

Massachusetts.—Jeffrey v. Rosenfeld (1901), 179 Mass. 506; Rowe v. Bowman (1903), 183 Mass. 488, 67 N. E. 636; Broadway Nat. Bk. of Chelsea v. Hefferman (1915), 107 N. W. 921; Lewis v. Blume (1917), 116 N. E. 271.

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Michigan.—Ensign v. Fogg (1913), 143 N. W. 82.

Minnesota. — Kiefer v. Tolbert (1915), 151 N. W. 529; Spiering v. Spiering (1917), 164 N. W. 583.

Montana. — State v. Milton (1908), 37 Mont. 366, 96 Pac. 926.

New Jersey.— Stanford v. Stanford (1917), 101 Atl. 388.

New York.— Witteman v. Glass (1909), 117 N. Y. Supp. 940; Birmingham Tr. Co., etc. v. Whitney (1904), 95 A. D. 280, 88 N. Y. Supp. 578; Columbia Distilling Co. v. Rech (1912), 151 A. D. 128, 135 N. Y. Supp. 206.

North Dakota.— Merchants Nat. Bk. of Wimbledon v. Bastrup (1918), 168 N. W. 42.

Ohio.— Hoffman v. Wiedeman Brewing Co. (1910), 31 Ohio C. C. 609.

Oklahoma.— Conqueror Trust Co. v. Simmon (1917), 162 Pac. 1098.

Oregon.— Palomaki v. Laurel (1917), 168 Pac. 935.

Rhode Island.— Abram v. Greer (1913), 88 Atl. 884.

Tennessee.— Moss v. Maddux (1902), 108 Tenn. 405.

Texas. — Spencer v. Triplett (1916), 184 S. W. 712.

Utah.— Farmers & Stock Growers' Bk. v. Palivant Valley Land Co. (1917), 165 Pac. 462.

Virginia.— Hoffman v. Planter's Nat. Bk. (1901), 99 Va. 480, 39 S. E. 134.

Washington.— Lombardo v. Lomburdini (1910), 57 Wash. 352, 106 Pac. 907; Pitt v. Little (1910), 58 Wash. 355, 108 Pac. 941; Handsaker v. Pedersen (1912), 71 Wash. 218; Washington Finance Corporation v. Glass (1913), 134 Pac. 480; Gould v. Gould (1917), 169 Pac. 324.

Wisconsin.— Lawless v. State (1902), 114 Wis. 189, 89 N. W. 891.

United States.— Pensacola State Bk. v. Melton (1913), 210 Fed. 57.

TITLE II.

BILLS OF EXCHANGE.

ARTICLE I.

FORM AND INTERPRETATION.

Section 126. A bill of exchange is an unconditional order in writing addressed by one person to another, signed by the person giving it, requiring the person to whom it is addressed to pay on demand or at a fixed or determinable future time a sum certain in money to order or to bearer.

Colorado.— Van Buskirk v. State Bk. of Rocky Ford (1905), 35 Colo. 142, 83 Pac. 778, 117 Am. St. 182.

Connecticut. — Windsor Cement Co. v. Thompson (1913), 86 Atl. 1.

Delaware.— Lawson v. Layton & Layton (1913), 86 Atl. 105.

Iowa.— Dugane v. Hvezda Pokraku No. 14 (1909), 119 N. W. 141.

Massachusetts.—Buttrick Lumber Co. v. Collins (1909), 202 Mass. 413, 89 N. E. 138.

Mississippi.— Country Shiloh &

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Savannah Turnpike Co. v. Goch (1917), 113 Miss. 50, 73 So. 869.

Missouri.— Val Blatz Brewing Co. v. Interstate Ice & Cold Storage Co. (1912), 143 S. W. 542.

New York.— Amsinck v. Rogers (1907), 189 N. Y. 252, 82 N. E. 134, 12 L. R. A. (N. S.) 875, 121 Am. St. 858.

North Carolina.— Johnson v. Lasseter (1911), 155 N. Car. 47.

New Mexico.—Clayton Town Site Co. v. Clayton Drug Co. (1915), 147 Pac. 460.

New York.— Tisdale Lumber Co. v. Piquet (1912), 137 N. Y. Supp. 1021.

Oregon.— U. S. Nat. Bk. v. First Trust & Sav. Bk. (1911), 60 Ore. 266, 119 Pac. 343.

Tenneseee.— First Nat. Bk. of Murfreesboro v. First Nat. Bk. of Nashville (1913), 154 S. W. 965.

Washington.— Frederick & Nelson v. Spokane Grain Co. (1907), 47 Wash. 85, 91 Pac. 570; The State v. Garland (1908), 65 Wash. 666; Sheets v. Coast Coal Co. (1913), 133 Pac. 433; Plaza Farmer's Union Warehouse & Elevator Co. v. Ryan (1914), 138 Pac. 651; National Market Co. v. Maryland Casualty Co. (1918), 174 Pac. 479.

West Virginia.— Lewis Hubbard & Co. v. Morton (1917), 92 S. E. 252.

Wisconsin.— Westberg v. Chicago Lumber Co. (1903), 117 Wis. 589, 94 N. W. 572; Columbian Banking Co. v. Bowen (1908), 134 Wis. 218, 114 N. W. 451.

Wyoming.— Brown v. Cow Creek Co. (1912), 126 Pac. 886.

United States.— United States v. Chase Nat. Bk. (1917), 241 Fed. 535.

Section 127. A bill of itself does not operate as an assignment of the funds in the hands of the drawee available for the payment thereof, and the drawee is not liable on the bill unless and until he accepts the same.

Delaware.— Lawson v. Layton & Layton (1913), 86 Atl. 105.

Florida.— Fulton v. Gesteding (1904), 47 Fla. 150, 36 So. 56.

Kansas.— Rambo v. The First State Bk. of Argentine (1912), 88 Kans. 257.

Oregon.— U. S. Nat. Bk. v. First Trust & Sav. Bk. (1911), 60 Oreg. 266, 119 Pac. 543.

Tennessee.— First Nat. Bk. of Murfreesboro v. First Nat. Bk. of Nashville (1913), 154 S. W. 965.

Virginia.— B. & O. R. R. Co. v. First Nat. Bk. (1904), 47 S. E. 837.

Washington.— Wadhams v. Portland V. & Y. R. Co. (1905), 37 Wash. 86, 79 Pac. 597; Frederick & Nelson v. Spokane Grain Co. (1907), 47 Wash. 85, 91 Pac. 570; Nelson v. Nelson Bennett Co. (1903), 31 Wash. 116, 71 Pac. 749; Sheets v. Coats Coal Co. (1913), 133 Pac. 433; Plaza Farmer's Union Warehouse & Elevator Co. v. Ryan (1914), 138 Pac. 651.

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Section 128. A bill may be addressed to two or more drawees jointly, whether they are partners or not, but not to two or more drawees in the alternative or in succession.

Section 129. An inland bill of exchange is a bill which is, or on its face purports to be, both drawn and payable within this State. Any other bill is a foreign bill. Unless the contrary appears on the face of the bill, the holder may treat it as an inland bill.

Illinois.— Sublette Ex. Bk. v. Fitzgerald (1912), 168 Ill. App. 240.

Indiana.— Bingham v. New Town Bk. (1918), 118 N. E. 318.

Massachusetts.— Buttrick Lumber Co. v. Collins (1909), 202 Mass. 413, 89 N. E. 138.

Missouri.— Bk. of Laddonia v. Bright-Coy Comm. Co. (1909), 120 S. W. 648.

New York.— Amsinck v. Rogers (1907), 189 N. Y. 252, 82 N. E. 134, 12 L. R. A. (N. S.) 875, 121 Am. St. 858; Graham v. York (1910), 140 A. D. 639.

Section 130. Where in a bill drawer and drawee are the same person, or where the drawee is a fictitious person, or a person not having capacity to contract, the holder may treat the instrument, at his option, either as a bill of exchange or a promissory note.

New Mexico.— First Nat. Bk. of Artesia v. Home Ins. Co. of N. Y. (1911), 16 N. Mex. 66; First Nat. Bk. of Artesia v. Home Ins. Co. of N. Y. (1911), 113 Pac. 815.

New York.— Graham v. York (1910), 140 A. D. 639; Pavenstedt v. N. Y. Life Ins. Co. (1911), 203 N. Y. 91.

Pennsylvania.— Hannon v. Allegheny Bellevue Land Co. (1910), 44 Pa. Super. Ct. 266.

Washington.— Clemens v. E. H. Stanton Co. (1911), 61 Wash. 419, 112 Pac. 494.

Section 131. The drawer of a bill and any indorser may insert thereon the name of a person to whom the holder may resort in case of need, that is to say in case the bill is dishonored by non-acceptance or non-payment. Such person is called the referee in case of need. It is in the option of the holder to resort to the referee in case of need or not as he may see fit.

ARTICLE II.

ACCEPTANCE.

Section 132. The acceptance of a bill is the signification by the drawee of his assent to the order of the drawer. The acceptance

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must be in writing an dsigned by the drawee. It must not express that the drawee will perform his promise by any other means than the payment of money.

Colorado.— Van Buskirk v. State Bk. of Rocky Ford (1905), 35 Colo. 142, 83 Pac. 778, 117 Am. St. 182.

Illinois.— Dumbeck v. Walsh (1913), 179 Ill. App. 239.

Iowa.— Dugane v. Hvezda Pokroku No. 14 (1909), 119 N. W. 141; Wells v. Western Un. Tel. Co. (1910), 123 N. W. 371.

Kansas.— Rambo v. The First State Bk. of Argentine (1912), 88 Kans. 257.

Kentucky.— Ewing v. Cit. Nat. Bk. (1915), 172 S. W. 955; Selma Sav. Bk. v. Webster County Bk. (1919), 206 S. W. 870.

Mississippi.— County Shiloh & Savannah Turnpike Co. v. Goch (1917), 113 Miss. 50, 73 So. 869.

Missouri.— Lehnhard v. Sedway (1911), 160 Mo. App. 83, 141 S. W. 430; Carmichael v. Tishomingo Banking Co. (1917), 191 S. W. 1043; Southern Creosoting Co. v. Chicago & A. R. Co. (1918), 205 S. W. 716.

Nebraska.— State Bk. of Beaver Co. v. Bradstreet (1911), 89 Neb. 186, 130 N. W. 1038; Gruenther v. Bank of Monroe (1911), 90 Neb. 280.

New Mexico.—Clayton Town Site Co. v. Clayton Drug Co. (1915), 147 Pac. 460.

New York.— Izzo v. Ludington (1903), 79 A. D. 272, 79 N. Y. Supp. 744; Nat. Citizens Bk. v. Toplitz (1903), 81 A. D. 593, 81 N. Y. Supp. 422; Colcord v. Banco de Tamanlipas (1918), 168 N. Y. Supp. 710.

Ohio.— First Nat. Bk. of Dunn, N. C. v. First Nat. Bk. of Massillon, Ohio (1913), 210 Fed. 542.

Oklahoma.— Ballen & Friedman v. Bk. of Krenlin (1913), 130 Pac. 539; First Nat. Bk. of Tulsa v. Muskorgee Pipe Line Co. (1914), 139 Pac. 1136.

Oregon.— First Nat. Bk. of Cottage Grove v. Bk. of Cottage Grove (1911), 59 Oreg. 388, 117 Pac. 293.

Pennsylvania.— Clarke & Co. v. Warren Sav. Bk. (1906), 31 Pa. Super. Ct. 647; Wisner v. First Nat. Bk. of Gallitzin (1908), 220 Pa. 21, 68 Atl. 955, 17 L. R. A. (N. S.) 1266; Croyle v. Guelich (1908), 35 Pa. Super. Ct. 356; Colonial Tr. Co. v. Nat. Bk. of Western Pa. (1912), 50 Pa. Super. Ct. 510; John A. Schmitt's Sons v. Shadrach (1918), 251 Fed. 874.

South Dakota.—First Nat. Bk. of Pukwana v. Brule Nat. Bk. of Chamberlain (1917), 161 N. W. 616.

Tennessee.— Watanga Co. Bk. v. McQueen (1914), 170 S. W. 1025; Ahrens & Ott Co. v. Moore & Sons (1915), 174 S. W. 270.

Washington.— Nelson v. Nelson Bennett Co. (1903), 31 Wash. 116, 71 Pac. 749; Wadhams v. Portland V. & Y. R. Co. (1905), 37 Wash. 86, 79 Pac. 597; Seattle Shoe Co. v. Packard (1906), 43 Wash. 527, 86 Pac. 845, 117 Am. St. 1064; Sheets v. Coast Coal Co. (1913), 133 Pac. 433; Plaza Farmer's Union Warehouse & Elevator Co. v. Ryan (1914), 138 Pac. 651.

Virginia.— B. & O. R. R. Co. v. First Nat. Bk. (1904), 47 S. E. 837.

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Section 133. The holder of a bill presenting the same for acceptance may require that the acceptance be written on the bill and, if such request is refused, may treat the bill as dishonored.

Nebraska.— Swenson Co. v. Commercial State Bk. (1915), 154 N. W. 233.

New York.— Nat. Park Bk. v. Saitta (1908), 127 A. D. 624, 111 N. Y. Supp. 927.

Oklahoma.— First Nat. Bk. of Tulsa v. Musgorgee Pipe Line Co. (1914), 139 Pac. 1136.

Section 134. Where an acceptance is written on a paper other than the bill itself, it does not bind the acceptor except in favor of a person to whom it is shown and who, on the faith thereof, receives the bill for value.

Arkansas.— First Nat. Bk. of Tulsa v. Musgorgee Pipe Line Co. (1914), 139 Pac. 1136.

Iowa.—Wells v. Western Un. Tel. Co. (1910), 123 N. W. 371.

Kentucky.— Selma Sav. Bk. v. Webster County Bk. (1919), 206 S. W. 870.

Missouri.— Lehnhard v. Sedway (1911), 160 Mo. App. 83, 141 S. W. 430.

Nebraska.— State Bk. of Beaver Co. v. Bradstreet (1911), 89 Neb. 186, 130 N. W. 1038.

Oklahoma.— First Nat. Bk. v. Muskogee Pipe Line Co. (1914), 139 Pac. 1136.

Virginia.— James v. Crumpler (1916), 89 S. E. 232.

United States.— Barnsdall v. Watemayer (1905), 142 Fed. 415, 73 C. C. A. 515; First Nat. Bk. of Dunn, N. C. v. First Nat. Bk. of Massilon, Ohio (1913), 210 Fed. 542.

Section 135. An unconditional promise in writing to accept a bill before it is drawn is deemed an actual acceptance in favor of every person who upon the faith thereof, receives the bill for value.

Iowa.— Wells v. Western Union Tel. Co. (1910), 123 N. W. 371; Iowa State Bk. of Fairfield v. City Nat. Bk. of Tripton (1918), 168 N. W. 148.

Missouri.— Ensign v. Clark Bros. Co. (1917), 193 S. W. 961.

New York.— Nagle v. Richards (1909), 134 A. D. 25; Muller v. Kling (1912), 133 N. Y. Supp. 614, 149 A. D. 176; Lemon Importing Co. v. Garfield Sav. Bk. (1919), 173 N. Y. Supp. 55.

North Carolina.— Bk. of Morgantown v. Hay (1906), 143 N. Car. 326, 55 S. E. 811.

United States.—Barnsdall v. Waltemayer (1905), 142 Fed. 415, 73 C. C. A. 515.

Section 136. The drawee is allowed twenty-four hours after

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presentment, in which to decide whether or not he will accept the bill; but the acceptance if given, dates as of the day of presentation.

Tennessee.— First Nat. Bk. of Murfreesboro v. First Nat. Bk. of Nashville (1913), 154 S. W. 965.

Section 137. Where a drawee to whom a bill is delivered for acceptance destroys the same, or refuses within twenty-four hours after such delivery, or within such other period as the holder may allow, to return the bill accepted or non-accepted to the holder, he will be deemed to have accepted the same.

Arkansas.— Baily & Co. v. S. W. Venser Co. (1916), 190 S. W. 430; Bailey & Co. v. Southwestern Veneer Co. (1919), 207 S. W. 34.

New York.— State Bk. v. Weiss (1904), 46 Misc. 93, 91 N. Y. Supp. 276; Foley v. N. Y. Sav. Bk. (1913), 139 N. Y. Supp. 915.

Pennsylvania.— Wisner v. First Nat. Bk. of Gallitzin (1908), 220 Pa. 21, 64 Atl. 955, 17 L. R. A. (N. S.) 1266; Providence Securities & Banking Co. v. First Nat. Bk. of Gallitizin (1908), 37 Pa. Super. Ct. 17.

Wisconsin.— Westberg v. Chicago Lumber Co. (1903), 117 Wis. 589, 94 N. W. 572.

United States.— First Nat. Bk. of Omaha v. Whitmore (1910), 177 Fed. Rep. 397, 101 C. C. A. 401.

Section 138. A bill may be accepted before it has been signed by the drawer, or while otherwise incomplete, or when it is overdue, or after it has been dishonored by a previous refusal to accept, or by non-payment. But when a bill payable after sight is dishonored by non-acceptance and the drawee subsequently accepts it, the holder in the absence of any different agreement, is entitled to have the bill accepted as of the date of the first presentment.

Section 139. An acceptance is either general or qualified. A general acceptance assents without qualification to the order of the drawer. A qualified acceptance in express terms varies the effect of the bill as drawn.

Section 140. An acceptance to pay at a particular place is a general acceptance, unless it expressly states that the bill is to be paid there only and not elsewhere.

Section 141. An acceptance is qualified, which is:

(1) Conditional, that is to say, which makes payment by the acceptor dependent on the fulfillment of a condition therein stated;

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(2) Partial, that is to say, an acceptance to pay part only of the amount for which the bill is drawn;

(3) Local, that is to say, an acceptance to pay only at a particular place.

(4) Qualified as to time;

(5) The acceptance of some one or more of the drawees, but not of all.

Kansas.— Milwaukee Carrington Co. v. Taylor (1915), 148 Pac. 653.

Section 142. The holder may refuse to take a qualified acceptance, and if he does not obtain an unqualified acceptance, he may treat the bill as dishonored by non-acceptance. Where a qualified acceptance is taken the drawer and indorsers are discharged from liability on the bill, unless they have expressly or impliedly authorized the holder to take a qualified acceptance, or subsequently assent thereto. When the drawer or an indorser receives notice of a qualified acceptance, he must, within a reasonable time, express his dissent to the holder, or he will be deemed to have assented thereto.

West Virginia.— Lewis Hubbard & Co. v. Morton (1917), 92 S. E. 252.

ARTICLE III.

PRESENTMENT FOR ACCEPTANCE.

Section 143. Presentment for acceptance must be made:

(1) Where the bill is payable after sight, or in any other case, where presentment for acceptance is necessary in order to fix the maturity of the instrument; or

(2) Where the bill expressly stipulates that it shall be presented for acceptance; or

(3) Where the bill is drawn payable elsewhere than at the residence or place of business of the drawee.

In no other case is presentment for acceptance necessary in order to render any party to the bill liable.

Alabama.— Hall v. First Bk. of Crosville (1916), 72 So. 171.

Colorado.— Van Buskirk v. State Bk. of Rocky Ford (1905), 35 Colo. 142, 83 Pac. 778, 117 Am. St. 182.

Illinois.— Simonoff v. Granite City Nat. Bk. (1917), 116 N. E. 636.

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New York.— Gordon v. Benquist (1916), 159 N. Y. Supp. 1; Champion Shoe Machine Co. v. Landin (1917), 162 N. Y. Supp. 346.

United States.—First Nat. Bk. of Omaha v. Whitmore (1910), 177 Fed. Rep. 397, 101 C. C. A. 401.

Section 144. Except as herein otherwise provided, the holder of a bill which is required by the next preceding section to be presented for acceptance must either present it for acceptance or negotiate it within a reasonable time. If he fails to do so, the drawer and all indorsers are discharged.

Illinois.— Simonoff v. Granite City Nat. Bk. (1917), 116 N. E. 636.

Kentucky.— Ewing v. Cit. Nat. Bk. (1915), 172 S. W. 955.

Section 145. Presentment for acceptance must be made by or on behalf of the holder at a reasonable hour, on a business day and before the bill is overdue, to the drawee or some person authorized to accept or refuse acceptance on his behalf; and:

(1) Where a bill is addressed to two or more drawees who are not partners, presentment must be made to them all, unless one has authority to accept or refuse acceptance for all, in which case presentment may be made to him only;

(2) Where the drawee is dead, presentment may be made to his personal representative;

(3) Where the drawee has been adjudged a bankrupt or an insolvent or has made an assignment for the benefit of creditors, presentment may be made to him or to his trustee or assignee.

Section 146. A bill may be presented for acceptance on any day on which negotiable instruments may be presented for payment under the provisions of sections seventy-two and eighty-five of this act. When Saturday is not otherwise a holiday, presentment for acceptance may be made before twelve o'clock, noon, on that day.

Section 147. Where the holder of a bill drawn payable elsewhere than at the place of business or the residence of the drawee has not time with the exercise of reasonable diligence to present the bill for acceptance before presenting it for payment on the day that it falls due, the delay caused by presenting the bill for ac-

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ceptance before presenting it for payment is excused and does not discharge the drawers and indorsers.

New York.— Baldwins Bk. of Penn Yan v. Smith (1915), 215 N. Y. 76, 109 N. E. 138.

Section 148. Presentment for acceptance is excused and a bill may be treated as dishonored by non-acceptance, in either of the following cases:

(1) Where the drawee is dead, or has absconded, or is a fictitious person or a person not having capacity to contract by bill.

(2) Where, after the exercise of reasonable diligence, presentment cannot be made.

(3) Where, although presentment has been irregular, acceptance has been refused on some other ground.

Arkansas.— Jaggers v. Sparks (1917), 193 S. W. 67.

Illinois.—Simonoff v. Granite City Nat. Bk. (1917), 116 N. E. 635.

Section 149. A bill is dishonored by non-acceptance:

(1) When it is duly presented for acceptance and such an acceptance as is prescribed by this act is refused or cannot be obtained; or

(2) When presentment for acceptance is excused and the bill is not accepted.

New York.— Nat. Park Bk. v. Saitta (1908), 127 A. D. 624, 111 N. Y. Supp. 927.

Section 150. Where a bill is duly presented for acceptance and is not accepted within the prescribed time, the person presenting it must treat the bill as dishonored by non-acceptance or he loses the right of recourse against the drawer and indorsers.

New York.— Nat. Park Bk. v. Saitta (1908), 127 A. D. 624, 111 N. Y. Supp. 927.

Section 151. When a bill is dishonored by non-acceptance, an immediate right of recourse against the drawers and indorsers accrues to the holder and no presentment for payment is necessary.

New York.— Nat. Park Bk. v. Saitta (1908), 127 A. D. 624, 111 N. Y. Supp. 927.

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ARTICLE IV.

PROTEST.

Section 152. Where a foreign bill appearing on its face to be such is dishonored by non-acceptance, it must be duly protested for non-acceptance, and where such a bill which has not previously been dishonored by non-acceptance is dishonored by non-payment, it must be duly protested for non-payment. If it is not so protested, the drawer and indorsers are discharged. Where a bill does not appear on its face to be a foreign bill, protest thereof in case of dishonor is unnecessary.

Illinois.— Sublette Ex. Bk. v. Fitzgerald (1912), 168 Ill. App. 240.

New York.— Amsinck v. Rogers (1907, 189 N. Y. 22, 82 N. E. 134, 12 L. R. A. (N. S.) 875, 121 Am. St. 858; McBride v. Illinois Nat. Bk. (1910), 138 A. D. 339; Casper v. Kuhne (1913), 140 N. Y. Supp. 86.

South Carolina.—City Nat. Bk. v. Givin (1916), 87 S. E. 998.

Tennessee.— Wasterhouse v. Sterchi Bros. (1918), 201 S. W. 150.

West Virginia.—Deming Nat. Bk. v. Baker (1919), 98 S. E. 438.

Section 153. The protest must be annexed to the bill, or must contain a copy thereof, and must be under the hand and seal of the notary making it, and must specify:

(1) The time and place of presentment;

(2) The fact that presentment was made and the manner thereof;

(3) The cause or reason for protesting the bill;

(4) The demand made and the answer given, if any, or the fact that the drawee or acceptor could not be found.

Illinois.— Sublette Ex. Bk. v. Fitzgerald (1912), 168 Ill. App. 240.

New York.— London & River Plate Bk. v. Carr (1904), 105 N. Y. Supp. 679, 54 Misc. 94.

Section 154. Protest may be made by:

(1) A notary public; or

(2) By any respectable resident of the place where the bill is dishonored, in the presence of two or more credible witnesses.

Alabama.— Hooper v. Herring (1915), 70 So. 308.

Illinois.— Sublette Ex. Bk. v. Fitzgerald (1912), 168 Ill. App. 240.

New York.— McGrath v. Francoline (1915), 156 N. Y. Supp. 981.

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Section 155. When a bill is protested, such protest must be made on the day of its dishonor, unless delay is excused as herein provided. When a bill has been duly noted, the protest may be subsequently extended as of the date of the noting.

Missouri.— First Nat. Bk. of Grant City v. Korn (1915), 179 S. W 721.

Section 156. A bill must be protested at the place where it is dishonored, except that when a bill drawn payable at the place of business, or residence of some person other than the drawee, has been dishonored by non-acceptance, it must be protested for non-payment at the place where it is expressed to be payable, and no further presentment for payment to, or demand on, the drawee is necessary.

Section 157. A bill which has been protested for non-acceptance may be subsequently protested for non-payment.

Section 158. Where the acceptor has been adjudged a bankrupt or an insolvent, or has made an assignment for the benefit of creditors, before the bill matures, the holder may cause the bill to be protested for better security against the drawer and indorsers.

Section 159. Protest is dispensed with by any circumstances which would dispense with notice of dishonor. Delay in noting or protesting is excused when delay is caused by circumstances beyond the control of the holder and not imputable to his default, misconduct or negligence. When the cause of delay cease sto operate, the bill must be noted or protested with reasonable diligence.

Kansas.— Dillon v. Bron (1915), 150 Pac. 553.

Section 160. When a bill is lost or destroyed or is wrongly detained from the person entitled to hold it, protest may be made on a copy or written particulars thereof.

ARTICLE V.

ACCEPTANCE FOR HONOR.

Section 161. Where a bill of exchange has been protested for dishonor by non-acceptance or protested for better security, and is not overdue, any person not being a party already liable thereon

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may, with the consent of the holder, intervene and accept the bill supra protest for the honor of any party liable thereon, or for the honor of the person for whose account the bill is drawn. The acceptance for honor may be for the part only of the sum for which the bill is drawn, and where there has been an acceptance for honor for one party, there may be a further acceptance by a different person for the honor of another party.

New York.— Canning v. Lane (1913), 139 N. Y. Supp. 884.

Section 162. An acceptance for honor supra protest must be in writing, and indicate that it is an acceptance for honor, and must be signed by the acceptor for honor.

Louisiana. — Thiel v. Butker (1910), 125 La. 473, 51 So. 500.

New York.— German-Am. Bk. v. Cunningham (1904), 97 A. D. 244, 89 N. Y. Supp. 836.

Section 163. Where an acceptance for honor does not expressly state for whose honor it is made, it is deemed to be an acceptance for the honor of the drawer.

New York.— German-Am. Bk. v. Cunningham (1904), 97 A. D. 244, 89 N. Y. Supp. 836.

Rhode Island.— McLean v. Bryer (1903), 24 R. I. 599, 54 Atl. 373.

Section 164. The acceptor for honor is liable to the holder and to all parties to the bill subsequent to the party for whose honor he has accepted.

Section 165. The acceptor for honor, by such acceptance engages that he will on due presentment pay the bill according to the terms of his acceptance, provided it shall not have been paid by the drawee, and provided also, that it shall have been duly presented for payment and protested for non-payment and notice of dishonor given him.

New York.— German-Am. Bk. v. Cunningham (1904), 97 A. D. 244, 89 N. Y. Supp. 836.

Section 166. Where a bill payable after sight is accepted for

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honor, its maturity is calculated from the date of the noting for non-acceptance and not from the date of the acceptance for honor.

Section 167. Where a dishonored bill has been accepted for honor supra protest or contains a reference in case of need, it must be protested for non-payment before it is presented for payment to the acceptor for honor or referee in case of need.

Section 168. Presentment for payment to the acceptor for honor must be made as follows:

(1) If it is to be presented in the place where the protest for non-payment was made, it must be presented not later than the day following its maturity.

(2) If it is to be presented in some other place than the place where it was protested, then it must be forwarded within the time specified in section one hundred and four.

Section 169. The provisions of section eighty-one apply where there is delay in making presentment to the acceptor for honor or referee in case of need.

New York.— German-Am. Bk. v. Cunningham (1904), 97 A. D. 244, 89 N. Y. Supp. 836. **Wisconsin.**— Curry v. Wis. Nat. Bk. (1912), 149 Wis. 413.

Section 170. When the bill is dishonored by the acceptor for honor it must be protested for non-payment by him.

ARTICLE VI.

PAYMENT FOR HONOR.

ARTICLE I.

Section 171. Where a bill has been protested for non-payment, any person may intervene and pay it supra protest for the honor of any person liable thereon or for the honor of the person for whose account it was drawn.

Alabama.— Hooper v. Herring (1915), 70 So. 308.

Section 172. The payment for honor supra protest in order to operate as such and not as a mere voluntary payment must be attested by a notarial act of honor which may be appended to the protest or form an extension to it.

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Section 173. The notarial act of honor must be founded on a declaration made by the payer for honor or by his agent in that behalf declaring his intention to pay the bill for honor and for whose honor he pays.

Section 174. Where two or more persons offer to pay a bill for the honor of different parties, the person whose payment will discharge most parties to the bill is to be given the preference.

Louisiana.— Cammer Bk. v. Sanders (1914), 66 So. 854.

Section 175. Where a bill has been paid for honor, all parties subsequent to the party for whose honor it is paid are discharged, but the payer for honor is subrogated for, and succeeds to, both the rights and duties of the holder as regards the party for whose honor he pays and all parties liable to the latter.

Section 176. Where the holder of a bill refuses to receive payment supra protest, he loses his right of recourse against any party who would have been discharged by such payment.

Section 177. The payer for honor, on paying to the holder the amount of the bill and the notarial expenses incidental to its dishonor, is entitled to receive both the bill itself and the protest.

ARTICLE VII.

BILLS IN A SET.

Section 178. Where a bill is drawn in a set, each part of the set being numbered and containing a reference to the other parts, the whole of the parts constitutes one bill.

New York.— Caras v. Thalmann (1910), 138 A. D. 297, 123 N. Y. Supp. 97.

Section 179. Where two or more parts of a set are negotiated to different holders in due course, the holder whose title first accrues is as between such holders the true owner of the bill. But nothing in this section affects the rights of a person who in due course accepts or pays the part first presented to him.

Section 180. Where the holder of a set indorses two or more parts to different persons he is liable on every such part, and every

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indorser subsequent to him is liable on the part he has himself indorsed, as if such parts were separate bills.

Louisiana.— Interstate Tr. & Banking Co. v. Young (1914), 65 So. 611.

Section 181. The acceptance may be written on any part and it must be written on one part only. If the drawee accepts more than one part, and such accepted parts are negotiated to different holders in due course, he is liable on every such part as if it were a separate bill.

Section 182. When the acceptor of a bill drawn in a set pays it without requiring the part bearing his acceptance to be delivered up to him, and that part at maturity is outstanding in the hands of a holder in due course, he is liable to the holder thereon.

Massachusetts. — Symonds v. Riley (1905), 188 Mass. 470, 74 N. E. 926.

Section 183. Except as herein otherwise provided where any one part of a bill drawn in a set is discharged by payment or otherwise the whole bill is discharged.

New York.— Caras v. Thalmann (1910), 138 A. D. 297, 123 N. Y. Supp. 97; Casper v. Kuhne (1913), 159 A. D. 389, 144 N. Y. Supp. 502.

TITLE III.

PROMISSORY NOTES AND CHECKS.

ARTICLE I.

Section 184. A negotiable promissory note within the meaning of this act is an unconditional promise in writing made by one person to another signed by the maker engaging to pay on demand, or at a fixed or determinable future time, a sum certain in money to order or to bearer. Where a note is drawn to the maker's own order, it is not complete until indorsed by him.

Alabama.— Ger.-Am. Nat. Bk. v. Lewis (1913), 63 So. 741.

Idaho.— Union Stock Yards Nat. Bk. v. Bolan (1908), 14 Ida. 87, 93 Pac. 508.

Illinois.— Van Kleeck v. Channon (1912), 175 Ill. App. 626.

Kentucky.— Alexander v. Hazelrigg (1906), 123 Ky. 677, 97 S. W. 353; Weltlaufer v. Baxter (1910), 137 Ky. 362, 125 S. W. 741.

Missouri.— Market & Fulton Nat. Bk. v. Ettenson's Estate (1913), 158 S. W. 448.

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New York.— Young v. Am. Bk. No. 1 (1904), 44 Misc. 305, 89 N. Y. Supp. 913; Young v. Am. Bk. No. 82 (1904), 44 Misc. 308, 89 N. Y. Supp. 915; Simon v. Murtz (1906), 51 Misc. 670, 101 N. Y. Supp. 86; Colborn v. Arbrean (1907), 54 Misc. 623, 104 N. Y. Supp. 968; Edelman v. Rams (1908), 58 Misc. 561, 109 N. Y. Supp. 816; Ed. Tr. Co. of N. Y. v. Newman (1910), 127 N. Y. Supp. 243; Yonkers Nat. Bk. v. Mitchell (1913), 141 N. Y. Supp. 128; Ryan v. Sullivan (1911), 143 A. D. 471.

North Carolina.— Perry Co. v. Taylor (1908), 148 N. Car. 362; Johnson v. Lasseter (1911), 155 N. Car. 47.

North Dakota.— Farquhar Co. v. Higham (1907), 16 N. Dak. 103, 112 N. W. 657; First Nat. Bk. of Pomeroy v. Buttery (1908), 17 N. Dak. 326, 116 N. W. 341, 16 L. R. A. (N. S.) 878.

Oklahoma.— Iowa State Sav. Bk. v. Wignall (1916), 157 Pac. 725.

Pennsylvania.— Milton Nat. Bk. v. Beaver (1904), 25 Pa. Super. Ct. 494.

Section 185. A check is a bill of exchange drawn on a bank payable on demand. Except as herein otherwise provided, the provisions of this act applicable to a bill of exchange payable on demand apply to a check.

Colorado.— Van Buskirk v. State Bk. of Rocky Ford (1905), 35 Colo. 142, 83 Pac. 778, 117 Am. St. 182; Norman v. McCarthy (1913), 138 Pac. 28.

Idaho.— Camas Prairie State Bk. v. Newman (1909), 99 Pac. 833, 12 Id. 719.

Illinois.— Sublette Ex. Bk. v. Fitzgerald (1912), 168 Ill. App. 240; People v. Miller (1917), 116 N. E. 131, 278 Ill. 490.

Indiana.— Williams v. Lowe (1916), 113 N. E. 471.

Kentucky.— Ewing v. Cit. Nat. Bk. (1915), 172 S. W. 955.

Maryland.—American Agricultural Chemical Co. v. Scrimger (1917), 100 Atl. 774.

Massachusetts.—Symonds v. Riley (1905), 188 Mass. 470, 74 N. E. 926; Gordon v. Levine (1907), 194 Mass. 418, 80 N. E. 505; Gordon v. Levine (1908), 197 Mass. 267, 83 N. E. 861, 15 L. R. A. (N. S.) 243.

Missouri.—Nat. Bk. of Commerce v. Am. Nat. Bk. (1910), 127 S. W. 429; Nelson v. Diffenderffer (1914), 163 S. W. 271; Kansas City Gas Co. v. Westport Ave. Bk. (1915), 177 S. W. 1092.

Nebraska.— Swenson Co. v. Commercial State Bk. (1915), 154 N. W. 233.

New York.— State Bk. v. Weiss (1904), 46 Misc. 93, 91 N. Y. Supp. 276; Amsinck v. Rogers (1907), 189 N. Y. 252, 82 N. E. 134, 12 L. R. A. (N. S.) 875, 121 Am. St. 858; Schlesinger v. Kurzvok (1905), 94 N. Y. Supp. 442, 47 Misc. 634; Riddle v. Bk. of Montreal (1911), 145 A. D. 207, 130 N. Y. Supp. 15; Casper v. Kuhne (1913), 140 N. Y. Supp. 86.

North Carolina. — Manufacturing

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Co. v. Summers (1906), 143 N. Car. 102, 55 S. E. 522; Singer Mfg. Co. v. Summers (1906), 143 N. Car. 102, 55 S. E. 522.

Oklahoma.— Ballen & Friedman v. Bk. of Krenlin (1913), 130 Pac. 539; Turner v. Kimble (1913), 130 Pac. 563.

Oregon.— State v. Hammelsey (1908), 52 Oreg. 156, 96 Pac. 865; U S. Nat. Bk. v. First Trust & Sav. Bk. (1911), 60 Oreg. 266, 119 Pac. 343; Triphonoff v. Sweeney (1913), 130 Pac. 979.

Pennsylvania.— Wisner v. First Nat. Bk. of Gallitzin (1908), 220 Pa. 21, 68 Atl. 955, 17 L. R. A. (N. S.) 1266; Hannon v. Allegheny Bellevue Land Co. (1910), 44 Pa. Super. Ct. 266.

Tennessee.— Unaka Nat. Bk. v. Butler (1904), 113 Tenn. 674, 83 S. W. 655; Am. Nat. Bk. v. Nat. Fertilizer Co. (1911), 125 Tenn. 329, 143 S. W. 597; First Nat. Bk. of Murfreesboro v. First Nat. Bk. of Nashville (1913), 154 S. W. 965.

Vermont.— First Nat. Bank of Montpelier v. Bertoli (1914), 89 Atl. 359.

Virginia.— B. & O. R. R. Co. v. First Nat. Bk. (1904), 47 S. E. 837.

Washington.— The State v. Garland (1911), 65 Wash. 666; Peninsula Nat. Bk. v. Pederson (1916), 158 Pac. 246.

Wisconsin.— Columbian Banking Co. v. Bowen (1908), 134 Misc. 218, 114 N. W. 451.

Wyoming.— Brown v. Cow Creek Co. (1912), 126 Pac. 886.

Section 186. A check must be presented for payment within a reasonable time after its issue or the drawer will be discharged from liability thereon to the extent of the loss caused by the delay.

Alabama.— Wallace v. City Nat. Bk. of Decatur (1919), 80 So. 405.

Iowa.— Plover Sav. Bk. v. Moodie (1906), 135 Iowa, 685, 110 N. W. 29.

Massachusetts.—Gordon v. Levine (1907), 194 Mass. 418, 80 N. E. 505; Gordon v. Levine (1909), 197 Mass. 267, 83 N. E. 861, 15 L. R. A. (N. S.) 243; Furber v. Dane (1909), 203 Mass. 108, 89 N. E. 227.

Missouri.— First Nat. Bk. of Grant City v. Korn (1915), 179 S. W 721; City of Brunswick v. Peoples Sav. Bk. (1916), 190 S. W. 60.

New York.— Kramer v. Grant (1908), 111 N. Y. Supp. 709; Dehoust v. Lewis (1908), 128 A. D. 131, 112 N. Y. Supp. 559; Zaloom v. Ganim (1911), 129 N. Y. Supp. 85; Knickerbocker Tr. Co. v. Miller (1912), 133 N. Y. Supp. 989; Sulsberger & Sons Co. v. Cramer (1915), 155 N. Y. Supp. 775; McEwen Bros. v. Cobb (1918), 172 N. Y. Supp. 44.

North Carolina.— Singer Mfg. Co. v. Summers (1906), 143 N. Car. 102, 55 S. E. 522; Bk. of Mt. Airy v. Greensboro Loan & Tr. Co. (1912), 159 N. Car. 85, 74 S. E. 747.

Oregon.— Matlock v. Scheuerman (1908), 51 Oreg. 49, 93 Pac. 823. 17 L. R. A. (N. S.) 747.

Pennsylvania.— Hannon v. Allegheny Bellevue Land Co. (1910), 44 Pa. Super. Ct. 266; Rosenbaum v.

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Hazard (1911), 233 Pa. 206, 82 Atl. 62.

Washington.— Hunt v. Panhandle Lumber Co. (1912), 63 Wash. 645, 120 Pac. 538; Peninsula Nat. Bk. v. Pederson (1916), 158 Pac. 246.

Wisconsin.—Aebi v. Bk. of Evansville (1905), 124 Wis. 93, 102 N. W. 329, 68 L. R. A. 964, 109 Am. St. 925; Columbia Banking Co. v. Bowen (1908), 134 Misc. 218, 114 N. W. 451.

Section 187. Where a check is certified by the bank on which it is drawn, the certification is equivalent to an acceptance.

Idaho.— Smith v. Field (1911), 19 Ida. 558, 114 Pac. 668.

Massachusetts.— Elliott v. Worcester Tr. Co. (1905), 189 Mass. 542, 75 N. E. 944.

New York.— Poess v. Twelfth Ward Bk. (1904), 43 Misc. 45, 86 N. Y. Supp. 857; Meuer v. Phonix Nat. Bk. (1904), 94 A. D. 331, 88 N. Y. Supp. 83; Schlesinger v. Kurzvok (1905), 94 N. Y. Supp. 442, 47 Misc. 634; St. Regis Paper Co. v. Gonswanada B. & P. Co. (1905), 107 A. D. 90, 94 N. Y. Supp. 945; Gallo v. Brooklyn Sav. Bk. (1910), 199 N. Y. 222; Davenport v. Palmer (1912), 152 A. D. 761; McMahon v. Roseville Tr. Co. (1913), 125 A. D. 640, 144 N. Y. Supp. 841; Carnegie Trust Co. v. First Nat. Bk. of City of N. Y. (1915), 107 N. Y. 693, 213 N. Y. 301; Baldinger & Kupferman Mfg. Co. v. Manf. Citizens Tr. Co. (1915), 156 N. Y. Supp. 445; Nat. Reserve Bk of N. Y. City v. Corn Exchange Bk. (1916), 157 N. Y. Supp. 316.

North Dakota.— Security State Bk. v. State Bk. of Brantford (1915), 154 N. W. 282.

Oregon.— First Nat. Bk. of Cottage Grove v. Bk. of Cottage Grove (1911), 59 Oreg. 388, 117 Pac. 293.

South Dakota.— First Nat. Bk. v. Brule Nat. Bk. (1917), 161 N. W. 616.

Tennessee.— Unaka Nat. Bk. v. Butler (1904), 113 Tenn. 674, 83 S. W. 655; Pease & Dwyer Co. v. State Nat. Bk. (1905), 114 Tenn. 693, 88 S. W. 172; Farmers & Merchants Bk. v. Bk. of Rutherford (1905), 115 Tenn. 64, 88 S. W. 939.

Section 188. Where the holder of a check procures it to be accepted or certified the drawer and all indorsers are discharged from liability thereon.

Missouri.— Nat. Bk. of Rolla v. First Nat. Bk. of Salem (1910), 141 Mo. 719, 125 S. W. 513; Nat. Bk. of Commerce v. Mech. Am. Nat. Bk. (1910), 127 S. W. 429; City of Brunswick v. Peoples Sav. Bk. (1916), 190 S. W. 60.

New Jersey.—Times Square Auto Co. v. Rutherford Nat. Bk. (1909), 73 Atl. 479.

New York.— Culliman v. Union Surety & Guaranty Co. (1903), 79 A. D. 409, 80 N. Y. Supp. 58; Meuer v. Phenix Nat. Bk. (1904), 94 A. D. 331, 88 N. Y. Supp. 83; St. Regis Paper Co. v. Gonawanda B. & P.

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Co. (1905), 107 A. D. 90, 94 N. Y. Supp. 946; Dunn v. Whalen (1907), 120 A. D. 729, 94 N. Y. Supp. 588; Gallo v. Brooklyn Sav. Bk. (1910), 199 N. Y. 222; Davenport v. Palmer (1912), 152 A. D. 761; Lyons v. Union Ex. Nat. Bk. of N. Y. (1912), 135 N. Y. Supp. 121, 150 A. D. 493; Cor. Tr. Co. v. First Nat. Bk. of City of N. Y. (1913), 156 A. D. 712, 141 N. Y. Supp. 745; McMahon v. Roseville Tr. Co. (1913), 125 A. D. 640, 144 N. Y. Supp. 841; Carnegie Trust Co. v. First Nat. Bk. of City of N. Y. (1915), 107 N. E. 693, 213 N. Y. 301; Felin v. Petix (1918), 167 N. Y. Supp. 1073.

Oregon.— First Nat. Bk. of Cottage Grove v. Bk. of Cottage Grove (1911), 59 Oreg. 388, 117 Pac. 393.

Oklahoma.— Cherokee Nat. Bk. v. Union Tr. Co. (1912), 33 Okla. 342, 125 Pac. 464.

Section 189. A check of itself does not operate as an assignment of any part of the funds to the credit of the drawer with the bank, and the bank is not liable to the holder, unless and until it accepts or certifies the check.

Colorado.— Van Buskirk v. State Bk. of Rocky Ford (1905), 35 Colo. 142, 83 Pac. 778, 117 Am. St. 182.

Idaho.— Smith v. Field (1911), 19 Ida. 558, 114 Pac. 668; Kaesemeyer v. Smith (1912), 22 Ida. 1, 123 Pac. 943.

Illinois.— The First Nat. Bk. of Chicago v. O'Byrne (1913), 177 Ill. App. 473.

Iowa.— Hove v. Stanhope State Bk. (1908), 138 Iowa, 39, 115 N. W. 476.

Kentucky.— Boswell v. Citizen's Sav. Bk. (1906), 96 S. W. 797; Ewing v. Cit. Nat. Bk. (1915), 172 S. W. 955.

Michigan.— Lonier v. State Sav. Bk. (1907), 149 Mich. 483, 112 N. W. 1119.

New Jersey.— Nat. Bk. of New Jersey v. Berrall (1904), 70 N. J. L. 757, 85 Atl. 189.

New York.— Poess v. Twelfth Ward Bk. (1904), 43 Misc. 45, 86 N. Y. Supp. 857; Meuer v. Phenix Nat. Bk. (1904), 94 A. D. 331, 88 N. Y. Supp. 83; State Bk. v. Weiss (1904), 46 Misc. 93, 91 N. Y. Supp. 276; Schlesinger v. Kurzvok (1905), 94 N. Y. Supp. 442, 47 Misc. 634; Ellery v. People's Bk. (1909), 114 N. Y. Supp. 108; Havana Cent. R. Co. v. Knickerbocker Trust Co. (1910), 135 A. D. 313; Balsam v. Mutual Alliance Tr. Co. (1911), 132 N. Y. Supp. 325; Shattuck v. Guardian Tr. Co. (1912), 130 N. Y. Supp. 658, 145 A. D. 734; Anglo-South Am. Bk. v. Nat. City Bk. of N. Y. (1914), 146 N. Y. Supp. 457; Cor. Tr. Co. v. First Nat. Bk. of City of New York (1913), 156 A. D. 712, 141 N. Y. Supp. 745; Hentz v. Nat. City Bk. of N. Y. (1913), 159 A. D. 743, 144 N. Y. Supp. 979.

North Carolina.— Perry v. Bk. of Smithfield (1902), 131 N. Car. 117.

Oklahoma.— Ballen & Friedman v. Bk. of Krenlin (1913), 130 Pac. 539.

Oregon.— U. S. Nat. Bk. v. First Trust & Sav. Bk. (1911), 60 Oreg. 266, 113 Pac. 343.

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Pennsylvania.—Tibby Bros. Glass Co. v. Farmers & Mech. Bk. of Sharpsburg (1908), 220 Pa. 1.

Tennessee.— Unaka Nat. Bk. v. Butler (1904), 113 Tenn. 674, 83 S. W. 655; Pease & Dwyer Co. v. State Nat. Bk. (1905), 114 Tenn. 893, 88 S. W. 172; First Nat. Bk. of Murfreesboro v. First Nat. Bk. of Nashville (1913), 154 S. W. 965.

Virginia.— B. & O. R. R. Co. v. First Nat. Bk. (1904), 47 S. E. 837.

Wisconsin.— Jacobson v. Bedtzler (1906), 127 Wis. 566; Bank of Sioux City v. Old Nat. Bk. of Battle Creek (1917), 241 Fed. 1.

TITLE IV.

GENERAL PROVISIONS.

ARTICLE I.

Section 190. This act may be cited as the Uniform Negotiable Instruments Act.

Connecticut.— Atwood v. Atwood (1913), 86 Atl. 29.

Kentucky.— Callaghan v. Louisville Dry Goods Co. (1910), 14 Ky. 712, 131 S. W. 995.

Missouri. — Dickey v. Adler (1910), 127 S. W. 593.

Section 191. In this act, unless the context otherwise requires:

"Acceptance" means an acceptance completed by delivery or notification.

"Action" includes counterclaim and set-off.

"Bank" includes any person or association of persons carrying on the business of banking, whether incorporated or not.

"Bearer" means the person in possession of a bill or note which is payable to bearer.

"Bill" means bill of exchange, and "note" means negotiable promissory note.

"Delivery" means transfer of possession, actual or constructive, from one person to another.

"Holder" means the payee or indorsee of a bill or note, who is in possession of it, or the bearer thereof.

"Indorsement" means an indorsement completed by delivery.

"Instrument" means negotiable instrument.

"Issue" means the first delivery of the instrument, complete in form, to a person who takes it as a holder.

"Person" includes a body of persons, whether incorporated or not.

"Value" means valuable consideration.

"Written" includes printed, and "writing" includes print.

Arizona.— Gray v. Baron (1910), 13 Ariz. 70, 108 Pac. 229.

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Colorado.—Louisville Coal & Mining Co. v. Int. Trust Co. (1903), 18 Colo. App. 345, 71 Pac. 898.

Connecticut.— Knapp Co. v. Tidewater Coal Co. (1912), 85 Conn. 147, 81 Atl. 1063; New Haven Mfg. Co. v. New Haven Pulp Co. (1903). 76 Conn. 126, 55 Atl. 604.

Florida.— Scott v. Taylor (1912), 63 Fla. 612.

Idaho.— Craig v. Palo Alto Stock Farm (1901), 16 Ida. 701, 102 Pac. 393; Rinker v. Lauer (1907), 13 Ida. 163, 88 Pac. 1057.

Illinois.— First Nat. Bk. of Manlius v. Garland (1911), 160 Ill. App. 407.

Iowa.— Allison v. Hollembeak (1908), 138 Iowa, 479, 114 N. W. 1059; Irwin v. Deming (1909), 142 Iowa, 299, 120 N. W. 645; Vander Ploey v. Van Zunk (1907), 135 Iowa, 350, 112 N. W. 807; Voss v. Chamberlain (1908), 139 Iowa, 569, 117 N. W. 269.

Kansas.— Smith v. Nelson Land & Cattle Co. (1914), 212 Fed. 56.

Missouri.— Burchett v. Fink (1909), 139 Mo. App. 381; German-Am. Bk. v. Martin (1908), 129 Mo. App. 484; Greer v. Orchard (1913), 161 S. W. 875; Night & Day Bk. v. Rosenbaum (1915), 177 S. W. 693.

Nebraska.— Aurora State Bk. v. Hayes-Eames Elevator Co. (1911), 88 Neb. 187.

New York.— Barkley v. Muller (1914), 149 N. Y. Supp. 620, 164 A. D. 351; Davenport v. Palmer (1912), 152 A. D. 761; Gilbert v. Adams (1911), 131 N. Y. Supp. 787; Lyons v. Union Ex. Nat. Bk. of N. Y. (1912), 135 N. Y. Supp. 121, 150 A. D. 493; Manufacturer's Commercial Co. v. Blitz (1909), 131 A. D. 17, 115 N. Y. Supp. 402; Schwartzman v. Post (1903), 84 N. Y. Supp. 922, 94 A. D. 474; Wolfin v. Security Bk. of N. Y. (1915), 156 N. Y. Supp. 474.

North Carolina.— Mayers v. McRimmon (1906), 140 N. Car. 640, 53 S. E. 447, 111 Am. St. 879; Steinhilper v. Basinight (1910), 153 N. Car. 293, 69 S. E. 222.

Ohio.— Moore v. Central Nat. Bk. of Cleveland (1910), 31 Ohio C. 614; Starr Piano Co. v. Edgar (1909), 31 Ohio C. 295.

Pennsylvania.— Nat. Bk. of Phoenixville v. Bonsor (1909), 38 Pa. Super. Ct. 275.

Rhode Island.— Wilbour v. Hawkins (1915), 94 Atl. 856.

Tennessee.—Farmers & Merchants Bk. v. Bk. of Rutherford (1905), 115 Tenn. 64, 88 S. W. 939.

Utah.— Utah Nat. Bk. of Salt Lake City v. Nelson (1910), 38 Utah, 169, 111 Pac. 907.

Washington.—Hillman v. Stanley (1909), 56 Wash. 320, 105 Pac. 816.

Wisconsin.— Schultz v. Kosbab (1905), 125 Wis. 157; Swanby v. Northern State Bk. (1912), 150 Wis. 572, 137 N. W. 763; Westberg v. Chicago Lumber Co. (1903), 117 Wis. 589, 94 N. W. 572.

Wyoming.— Acme Coal Co. v. Northrup Nat. Bk. of Iola (1915), 146 Pac. 593; Capitol Hill St. Bk. v. Rawlins Nat. Bk. (1916), 160 Pac. 1171.

Section 192. The person "primarily" liable on an instrument is the person who by the terms of the instrument is absolutely required to pay the same. All other parties are "secondarily" liable.

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Alabama.— Hudson Tr. Co. v. Elliott (1915), 69 So. 631.

Arizona.— Cowan v. Ramsay (1914), 140 Pac. 501.

Arkansas.—Burke v. Jefferson Bk. (1915), 180 S. W. 500.

Kansas.— Farmers & Drovers Bk. v. Bashor (1916), 160 Pac. 208; Nat. Bk. of Webb City v. Dickinson (1918), 171 Pac. 636.

Louisiana.— Lewy v. Wilkinson (1914), 64 So. 1003.

Maryland.— Vanderford v. Farmers & Mech's Nat. Bk. of Westminster (1907), 105 Md. 164, 66 Atl. 47.

Massachusetts.— Union Tr. Co. v. McGinty (1912), 212 Mass. 205, 98 N. E. 679.

Michigan.— Lamberson v. Love (1911), 165 Mich. 460.

Minnesota.— Baxter v. Brandenburg (1917), 163 N. W. 516.

Missouri.—Citizen's Bk. of Senath v. Douglass (1913), 161 S. W. 601; Lane v. Hyder (1912), 163 Mo. App. 688, 147 S. W. 514; Night & Day Bk. v. Rosenbaum (1915), 177 S. W. 693.

New York.—Building & Engineering Co. v. Northern Bk. of N. Y. (1912), 206 N. Y. 400; Graham v. York (1910), 140 A. D. 639; Nat. Citizens Bk. v. Toplitz (1903), 81 N. Y. Supp. 422; Schwartzman v. Post (1903), 84 N. Y. Supp. 922, 94 A. D. 474.

North Carolina.— Rouse v. Wooten (1906), 140 N. Car. 557, 53 S. E. 430, 111 Am. St. 875.

North Dakota.— Northern State Bk. v. Bellany (1910), 125 N. W. 888.

Ohio.— Dollar Sys. Bk. v. Barberton Pottery Co. (1907), 17 Ohio Dec. 539; Richards v. Market Ex. Bk. (1916), 81 Ohio St. 348, 55 Ohio Law Bull. 20.

Oregon.— Cellers v. Meachem (1907), 49 Oreg. 186, 10 L. R. A. (N. S.) 133; Everding & Farrell v. Taft (1916), 160 Pac. 1160; Hunter v. Harris (1912), 63 Oreg. 505, 127 Pac. 786; Lumberman's Nat. Bk. of Portland v. Campbell (1912), 61 Oreg. 123, 121 Pac. 427; Murphy v. Panter (1912), 62 Orge. 522, 125 Pac. 292; Noble v. Beeman-Spaulding-Woodwar Co. (1913), 131 Pac. 1006.

Rhode Island.—Deahey v. Choquet (1907), 28 R. I. 338.

Texas.— Hackney Mfg. Co. v. Celum (1916), 189 S. W. 988.

Utah.— Wostenholme v. Smith (1908), 34 Utah, 300, 97 Pac. 329.

Washington.— Bradley Engineering & Mfg. Co. v. Heyburn (1910), 56 Wash. 629, 106 Pac. 170; Pease v. Syler (1914), 138 Pac. 310.

Section 193. In determining what is a "reasonable time" or an "unreasonable time," regard is to be had to the nature of the instrument, the usage of trade or business (if any) with respect to such instruments, and the facts of the particular case.

Arkansas.— Thornton v. Bowie (1916), 185 S. W. 793.

Idaho.— Sheffield v. Cleland (1911), 19 Ida. 612, 115 Pac. 20.

Illinois.—Greer v. Downing (1912), 176 Ill. App. 335; Simonoff v. Granite City Nat. Bk. (1917), 116 N. E. 636.

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Iowa.—Anderson v. First Nat. Bk. of Chariton (1909), 144 Iowa, 251. 122 N. W. 918; LeClere v. Philpott (1915), 151 N. W. 825; Plover Sav. Bk. v. Moodie (1906), 135 Iowa, 685, 110 N. W. 29.

Massachusetts.—Gordon v. Levine (1907), 194 Mass. 418, 80 N. E. 505; Gordon v. Levine (1908), 197 Mass. 267, 83 N. E. 861, 15 L. R. A. (N. S.) 243; Merritt v. Jackson (1902), 181 Mass. 69, 62 N. E. 987; Plymouth County Trust Co. v. Scanlon (1917), 116 N. E. 468.

New Jersey.—Hills Sav. & Drawing Club v. Baronowitz (1916), 97 Atl. 28.

New York.—Commercial Nat. Bk. v. Zimmerman (1906), 185 N. Y. 210, 77 N. E. 1020; Weber v. Hirsch (1917), 163 N. Y. Supp. 1086; Zaloom v. Ganim (1911), 129 N. Y. Supp. 85.

North Carolina.—Manufacturing Co. v. Summers (1906), 143 N. Car. 102, 55 S. E. 522; Singer Mfg. Co. v. Summers (1906), 143 N. Car. 102, 55 S. E. 522.

Pennsylvania.—Hannon v. Allegheny Bellevue Land Co. (1910), 44 Pa. Super. Ct. 266; Murray v. Real Est. Title Ins. & Tr. Co. (1909), 39 Pa. Super. Ct. 438.

Rhode Island.—McLean v. Bryer (1903), 24 R. I. 599, 54 Atl. 373.

Virginia.—Brown v. Thomas (1917), 92 S. E. 977; Colona v. Parksley Bk. (1917), 92 S. E. 979.

West Virginia.—Thompson v. Curry (1917), 91 S. E. 801.

Section 194. Where the day, or the last, day, for doing any act herein required or permitted to be done falls on Sunday or on a holiday, the act may be done on the next succeeding secular or business day.

Colorado.—Babcock v. The City of Rocky Ford (1914), 25 Colo. App. 312.

District of Columbia.—Ambrose v. Brown (1914), 42 App. D. C. 25.

Oregon.—Murphy v. Panter (1912), 125 Pac. 292.

Section 195. The provisions of this act do not apply to negotiable instruments made and delivered prior to the (taking effect) hereof.

Arkansas.—Parish v. Smith (1918), 204 S. W. 415.

Colorado.—Louisville Coal & Min in Co. v. Int. Trust Co. (1903), 18 Colo. App. 45, 71 Pac. 898.

Missouri.—Gate City Nat. Bk. v. Schmidt (1912), 152 S. W. 101.

Nebraska.—Dorsey v. Wellman (1909), 122 N. W. 989; Fassler v. Street (1913), 92 Neb. 786.

North Carolina.—Meyers v. McRimmon (1906), 140 N. Car. 640, 53 S. E. 447, 111 Am. St. 879.

Section 196. In any case not provided for in this act the rules of (law and equity including) the law merchant shall govern.

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Kentucky.— Mechanics & Farmer's Sav. Bk. v. Katterjohn (1910), 137 Ky. 427, 125 S. W. 1071.

Louisiana.— J. I. Case Threshing Machine Co. v. Bridger (1913), 133 La. 754, 63 So. 319.

Missouri. — Houston v. Day (1909), 145 Mo. App. 410.

New York.— Pavestedt v. N. Y. Life Ins. Co. (1911), 203 N. Y. 91; Van Orden v. Simpson (1915), 153 N. Y. Supp. 134.

Ohio.— Richards v. Market Ex. Bk. (1910), 81 Ohio St. 348, 55 Ohio Law Bull. 20.

Pennsylvania.— Harvey v. Dimon (1908), 36 Pa. Super. Ct. 82.

Oregon.— First Nat. Bk. of Cottage Grove v. Bk. of Cottage Grove (1911), 59 Oreg. 388, 117 Pac. 293.

United States.— Nichols v. Waukesha Canning Co. (1912), 195 Fed. 807.

Section 197. All acts and parts of acts inconsistent with this act are hereby repealed.

Tennessee.— Dobbin v. Carroll (1917), 192 S. W. 166.

Section 198. This (act) shall take effect on ————.

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UNIFORM SALES ACT

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UNIFORM SALES ACT

At the instance of the National Conference of Commissioners on Uniform State Laws, an original draft of an "Act to make Uniform the Law of Sales" was prepared by Mr. Samuel Williston in 1902 and 1903. It was printed in the summer of 1903 and distributed with a request for criticism to teachers of the law of sales, writers and other experts on the subject. In the light of the criticisms that were received a revised draft was presented to the Commissioners in the summer of 1904 and was considered section by section at the National Conference of that year. At the Conference held in the summer of 1906 the draft was finally adopted by the Conference and recommended for passage. During the following winter it was enacted in Arizona, New Jersey and Connecticut and a year later in Massachusetts, Rhode Island and Ohio. A number of other states have since adopted it, so that now there are altogether nineteen jurisdictions in which the Uniform Sales Act is in force. These are: Arizona, 1913; Connecticut, 1907; Illinois, 1915; Maryland, 1910; Massachusetts, 1908; Michigan, 1913; Minnesota, 1917; Nevada, 1915; New Jersey, 1907; New York, 1911; North Dakota, 1917; Ohio, 1908; Pennsylvania, 1915; Rhode Island, 1908; Utah, 1917; Wisconsin, 1911; Wyoming, 1917; Alaska, 1913; Tennessee, 1919.

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	Laws 1913, ch. 66.	Rev. 1913, tit. LI.	Rev. 1908.	Laws 1915.	Laws 1910 art. lxxxiii	Laws 1908, ch. 237.	Acts 1913, No. 100.	Laws 1917, ch. 466.	Laws 1915.	Comp. Stat. 1910.
Uniform Act Sec. No.	1913 Alaska	1913 Ariz.	1907 Conn.	1915 Illinois	1910 Md.	1908 Mass.	1913 Mich.	1917 Minn.	1915 Nev.	1907 N. J.
1	1	5149	4668	1	19	1	1	1	1	1
2	2	5150	4669	2	20	2	2	2	2	2
3	3	5151	4670	3	21	3	3	3	3	3
4	4	5152		4	22*	4	4*	4	4*	4
5	5	5153	4671	5	23	5	5	5	5	5
6	6	5154	4672	6	24	6	6	6	6	6
7	7	5155	4673	6	25	7	7	7	7	7
8	8	5156	4674	8	26	8	8	8	8	8
9	9	5157	4675	9	27	9	9	9	9	9
10	10	5158	4676	10	28	10	10	10	10	10
11	11	5159	4677	11	29	11	11	11	11	11
12	12	5160	4678	12	30	12	12	12	12	12
13	13	5161	4679	13	31	13	13	13	13	13
14	14	5162	4680	14	32	14	14	14	14	14
15	15	5163	4681	15	33	15	15	15	15	15
16	16	5164	4682	16	34	16	16	16	16	16
17	17	5165	4683	17	35	17	17	17	17	17
18	18	5166	4684	18	36	18	18	18	18	18
19	19	5167	4685	19	37	19	19	19	19	19
20	20	5168–71	4686	20	38	20	20	20	20	20
21	21	5172	4687	21	39	21	21	21	21	21
22	22	5173	4688	22	40	22	22	22	22	22
23	23	5174	4689	23	41	23	23	23	23	23
24	24	5175	4690	24	42	24	24	24	24	24
25	25	5176	4691	25	43	25	25	25	25	25
26	26	5177	4692	26	44	26	26	26	26	26
27	27*	5178	4693	27	45	27	27	27	27	27
28	28	5179	4694	28	46	28	28	28	28	28
29	29	5190	4695	29	47	29	29	29	29	29
30	30	5181	4696	30	48	30	30	30	30	30
31	31	5182	4697	31	49	31	31	31	31	31
32	32	5183	4698	32	50	32	32	32	32	32
33	33	5184	4699	33	51	33	33	33	33	33
34	34	5185	4700	34	52	34	34	34	34	34
35	35	5186	4701	35	53	35	35	35	35	35
36	36	5187	4702	36	54	36	36	36	36	36
37	37	5188	4703	37	55	37	37	37	37	37
38	38	5189	4704	38	56	38	38	38	38	38
39	39	5190	4705	39	57	39	39	39	39	39
40	40	5191	4706	40	58	40	40	40	40	40
41	41	5192	4707	41	59	41	41	41	41	41
42	42	5193	4708	42	60	42	42	42	42	42
43	43	5194–8	4709	43	61	43	43	43	43	43
44	44	5199	4710	44	62	44	44	44	44	44
45	45	5200	4711	45	63	45	45	45	45	45
46	46	5201	4712	46	64	46	46	46	46	46
47	47	5202	4713	47	65	47	47	47	47	47
48	48	5203	4714	48	66	48	48	48	48	48
49	49	5204	4715	49	67	49	49	49	49	49
50	50	5205	4716	50	68	50	50	50	50	50
51	51	5206	4717	51	69	51	51	51	51	51
52	52	5207–8	4718	52	70	52	52	52	52	52
53	53	5209–10	4719	53	71	53	53	53	53	53
54	54	5211	4720	54	72	54	54	54	54	54
55	55	5212	4721	55	73	55	55	55	55	55
56	56	5213	4722	56	74	56	56	56	56	56
57	57	5214	4723	57	75	57	57	57	57	57
58	58	5215–18	4724	58	76	58	58	58	58	58
59	59	5219–20	4725	59	77	59	59	59	59	59
60	60	5221	4726	60	78	60	60	60	60	60
61	61	5222–3	4727	61	79	61	61	61	61	61
62	62	5224	4728	62	80	62	62	62	62	62
63	63	5225–7	4729	63	81	63	63	63	63	63
64	64	5228–30	4730	64	82	64	64	64	64	64
65	65	5231	4731	65	83	65	65	65	65	65
66	66	5232	4732	66	84	66	66	66	66	66

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	Laws 1913, ch. 66.	Rev. 1913, tit. LI	Rev. 1908.	Laws 1915.	Laws 1910, art. lxxxiii.	Laws 1908, ch. 237.	Acts 1913, No. 100.	Laws 1917, ch. 466.	Laws 1915.	Comp. Stat. 1910.
Uniform Act Sec. No.	1913 Alaska	1913 Ariz.	1907 Conn.	1915 Illinois	1910 Md.	1908 Mass.	1913 Mich.	1917 Minn.	1915 Nev.	1907 N. J.
67	67	5233	4733	67	85	67	67	67	67	67
68	68	5234	4734	68	86	68	68	68	68	68
69	69	5235–40	4735	69	87	69	69	69	69	69
70	70	5241	4736	70	88	70	70	70	70	70
71	71	5242	4737	71	89	71	71	71	71	71
72	72	5243	4738	72	90	72	72	72	72	72
73	73	5244	4739	73	91	73	73	73	73	73
74	74	5245	4740	74	92	74	74	74	74	74
75	75	5246	4741	75	93	75	75	75	75	85
76	76	5247	4742	76	94	76	76	76	76	76
76a	76a	....	....	..	95	..	76a	76a	76a	..
76b	76b	....	....	..	..	..	76b	76b	76b	..
77	77	....	....	78	96	78	77	77	77	..
78	78	....	....	..	97	79	..	78	78	..
79	79	5248	4743	77	97	77	78	79	79	..

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	Personal Prop. Law.	Ch. 202, 1917.	Laws 1908.	Rev. 1915.	Rev. 1909.	Laws 1919.	Comp. 1917.	Rev. 1915.	Laws 1917.
Uniform Act Sec. No.	1911 N. Y.	1917 N. D.	1908 Ohio	1915 Pa	1908 R. I.	1919 Tenn.	1917 Utah	1911 Wis.	1917 Wyo.
1	82	1	1	1	261-1		5110	1684+1	1
2	83	2	2	2	261-2		5111	1684+2	2
3	84	3	3	3	261-3		3112	1684+3	3
4	85	4	4	4-6	261-4		5113	1684+4	4
5	86	5	5	7	261-5		5114	1684+5	5
6	87	6	6	8	261-6		5115	1684+6	6
7	88	7	7	9	261-7		5116	1684+7	7
8	89	8	8	10	261-8		5117	1684+8	8
9	90	9	9	11	261-9		5118	1684+9	9
10	91	10	10	12	261-10		5119	1684+10	10
11	92	11	11	13	261-11		5120	1684+11	11
12	93	12	12	14	261-12		5121	1684+12	12
13	94	13	13	15	261-13		5122	1684+13	13
14	95	14	14	16	261-14		5123	1684+14	14
15	96	15	15	17	261-15		5124	1684+15	15
16	97	16	16	18	261-16		5125	1684+16	16
17	98	17	17	19	262-1		5126	1684+17	17
18	99	18	18	20	262-2		5127	1684+18	18
19	100	19	19	21	262-3		5128	1684+19	19
20	101	20	20	22	262-4		5129	1684+20	20
21	102	21	21	23	262-5		5130	1684+21	21
22	103	22	22	24	262-6		5131	1684+22	22
23	104	23	23	25	262-7		5132	1684+23	23
24	105	24	24	26	262-8		5133	1684+24	24
25	106	25	25	27	262-9		5134	1684+25	25
26	107	26	26	28	262-10		5135	1684+26	26
27	108	27	27	29	262-11		5136	1684+27	27
28	109	28	28	30	262-12		5137	1684+28	28
29	110	29	29	31	262-13		5138	1684+29	29
30	111	30	30	32	262-14		5139	1684+30	30
31	112	31	31	33	262-15		5140	1684+31	31
32	113	32	32	34	262-16		5141	1684+32	32
33	114	33	33	35	262-17		5142	1684+33	33
34	115	34	34	36	262-18		5143	1684+34	34
35	116	35	35	37	262-19		5144	1684+35	35
36	117	36	36	38	262-20		5145	1684+36	36
37	118	37	37	39	262-21		5146	1684+37	37
38	119	38	38	40	262-22		5147	1684+38	38
39	120	39	39	41	262-23		5148	1684+39	39
40	121	40	40	42	262-24		5149	1684+40	40
41	122	41	41	43	263-1		5150	1684+41	41
42	123	42	42	44	263-2		5151	1684+42	42
43	124	43	43	45	263-3		5152	1684+43	43
44	125	44	44	46	263-4		5153	1684+44	44
45	126	45	45	47	263-5		5154	1684+45	45
46	127	46	46	48	263-6		5155	1684+46	46
47	128	47	47	49	263-7		5156	1684+47	47
48	129	48	48	50	263-8		5157	1684+48	48
49	130	49	49	51	263-9		5158	1684+49	49
50	131	50	50	52	263-10		5159	1684+50	50
51	132	51	51	53	263-11		5160	1684+51	51
52	133	52	52	54	264-1		5161	1684+52	52
53	134	53	53	55	264-2		5162	1684+53	53
54	135	54	54	56	264-3		5163	1684+54	54
55	136	55	55	57	264-4		5164	1684+55	55
56	137	56	56	58	264-5		5165	1684+56	56
57	138	57	57	59	264-6		5166	1684+57	57
58	139	58	58	60	264-7		5167	1684+58	58
59	140	59	59	61	264-8		5168	1684+59	59
60	141	60	60	62	264-9		5169	1684+60	60
61	142	61	61	63	264-10		5170	1684+61	61
62	143	62	62	64	264-11		5171	1684+62	62
63	144	63	63	65	265-1		5172	1684+63	63
64	145	64	64	66	265-2		5173	1684+64	64
65	146	65	65	67	265-3		5174	1684+65	65
66	147	66	66	68	265-4		5175	1684+66	66
67	148	67	67	69	265-5		5176	1684+67	67

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	Personal Prop. Law.	Ch. 202, 1917.	Laws 1908.	Rev. 1915.	Rev. 1909.	Laws 1919.	Comp. 1917.	Rev. 1915.	Laws 1917.
Uniform Act Sec. No.	1911 N. Y	1917 N. D.	1908 Ohio	1915 Pa.	1908 R. I.	1919 Tenn.	1917 Utah	1911 Wis.	1917 Wyo.
68	149	68	68	70	265–6		5177	1684+68	68
69	150	69	69	71	265–7		5178	1684+69	69
70	151	70	70	72	265–8		5179	1684+70	70
71	152	71	71	73	266–1		5180	1684+71	71
72	153	72	72	74	266–2		5181	1684+72	72
73	154	73	73	75	266–3		5182	1684+73	73
74	...	74	74	76	266–4		5183	1684+74	74
75	155	75	75	77	266–5		5184	1684+75	75
76	156	76	76	78	266–6		5185	1684+76	76
76a	157	76a	..	81	.....		5186	1684+77	76a
76b	158	76b	..	80	.....		5187	1684+78	76b
77	159	..	..	79	.....		5188	...	77
78	160	..	77	81	.....		...	.....	78
79	...	..	..	82	.....		5189	1684+79	79

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UNIFORM SALES ACT

SECTION 1. Contracts to Sell and Sales.
2. Capacity — Liabilities for Necessaries.
3. Form of Contract or Sale.
4. Statute of Frauds.
5. Existing and Future Goods.
6. Undivided Shares.
7. Destruction of Goods Sold.
8. Destruction of Goods Contracted to be Sold.
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10. Sale at a Valuation.
11. Effect of Conditions.
12. Definition of Express Warranty.
13. Implied Warranties of Title.
14. Implied Warranty in Sale by Description.
15. Implied Warranties of Quality.
16. Implied Warranties in Sale by Sample.
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23. Sale by a Person Not the Owner.
24. Sale by One Having a Voidable Title.
25. Sale by Seller in Possession of Goods Already Sold.
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28. Negotiation of Negotiable Documents by Delivery.
29. Negotiation of Negotiable Documents by Indorsement.
30. Negotiable Documents of Title Marked "Not Negotiable."
31. Transfer of Non-Negotiable Documents.
32. Who May Negotiate a Document.
33. Rights of Person to Whom Document Has Been Negotiated.
34. Rights of Person to Whom Document Has Been Transferred.
35. Transfer of Negotiable Document Without Indorsement.
36. Warranties on Sale of Document.
37. Indorser Not a Guarantor.
38. When Negotiation Not Impaired by Fraud, Mistake or Duress.

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SECTION 39. Attachment or Levy Upon Goods for Which a Negotiable Document Has Been Issued.
40. Creditors' Remedies to Reach Negotiable Documents.
41. Seller Must Deliver and Buyer Accept Goods.
42. Delivery and Payment are Concurrent Conditions.
43. Place, Time and Manner of Delivery.
44. Delivery of Wrong Quantity.
45. Delivery in Instalments.
46. Delivery to a Carrier on Behalf of the Buyer.
47. Right to Examine the Goods.
48. What Constitutes Acceptance.
49. Acceptance Does Not Bar Action for Damages.
50. Buyer is Not Bound to Return Goods Wrongly Delivered.
51. Buyer's Liability for Failing to Accept Delivery.
52. Definition of Unpaid Seller.
53. Remedies of an Unpaid Seller. —
54. When Right of Lien May be Exercised.
55. Lien After Part Delivery.
56. When Lien is Lost.
57. Seller May Stop Goods on Buyer's Insolvency.
58. When Goods are in Transit.
59. Ways of Exercising the Right to Stop.
60. When and How Resale May be Made.
61. When and How the Seller May Rescind the Sale.
62. Effect of Sale of Goods Subject to Lien or Stoppage in Transitu.
63. Action for the Price.
64. Action for Damages for Non-Acceptance of the Goods.
65. When Seller May Rescind Contract or Sale.
66. Action for Converting or Detaining Goods.
67. Action for Failing to Deliver Goods.
68. Specific Performance.
69. Remedies for Breach of Warranty.
70. Interest and Special Damages.
71. Variation of Implied Obligations.
72. Rights May be Enforced by Action.
73. Rule for Cases Not Provided for by This Act.
74. Interpretation Shall Give Effect to Purpose of Uniformity.
75. Provisions Not Applicable to Mortgages.
76. Definitions.
76a. Act Does Not Apply to Existing Sales or Contracts to Sell.
76b. No Repeal of Uniform Warehouse Receipt Act or Uniform Bills of Lading Act.
77. Inconsistent Legislation Repealed.
78. Time When the Act Takes Effect.
79. Name of Act.

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UNIFORM SALES ACT

PART I.

FORMATION OF THE CONTRACT.

Section 1.—(Contracts to Sell and Sales.)—(1) A contract to sell goods is a contract whereby the seller agrees to transfer the property in goods to the buyer for a consideration called the price.

(2) A sale of goods is an agreement whereby the seller transfers the property in goods to the buyer for a consideration called the price.

(3) A contract to sell or a sale may be absolute or conditional.

(4) There may be a contract to sell or a sale between one part owner and another.

Connecticut.—State v. Mad River Co. (1917), 101 Atl. 496; Harlow v. Parsons Lumber & Hardware Co. (1909), 81 Conn. 572, 71 Atl. 734; Merrill v. Hodson (1914), 91 Atl. 533.

Illinois.—Staackman, Horschitz & Co. v. Cary (1916), 199 Ill. App. 601; The Slaymaker Lock Mfg. Corp. v. Olmsted (1916), 197 Ill. App. 496.

Maryland.— McGaw v. Hanway (1913), 120 Md. 197, 87 Atl. 666; Dinsmore v. Maag-Wahmann (1914), 122 Md. 177, 89 Atl. 399.

Massachusetts.— Arnold v. North American Chemical Co. (1919), 122 N. E. 283.

Michigan.— South Branch Cheese Co. v. American Butter & Cheese Co. (1916), 158 N. W. 158; Decker v. Pierece (1916), 157 N. W. 384; Denton v. Booth (1918), 168 N. W. 491.

Minnesota.— International Harvester Co. of America v. Swenson (1917), 160 Pac. 255.

New York.— Penser v. Marsh (1916), 218 N. Y. 505, 113 N. E. 494; Hoyman v. Canton Art Metal Co. (1916), 160 N. Y. Supp. 42; Hall v. French Am. Wine Co. (1912), 149 App. Div. 609, 134 N. Y. Supp. 158; Shearer Co. v. Kakoulis (1913), 144 N. Y. Supp. 1077; In re Grand Union Co. (1914), 219 Fed. Rep. 353; Ballard v. Friedberg (1917), 164 N. Y. Supp. 912; Graves v. Warren (1917), 164 N. Y. Supp. 925; E. Eising & Co. v. American Alcohol Co. (1918), 168 N. Y. Supp. 682; Raisler Heating Co. v. Clinton

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Wire Cloth Co. (1918), 168 N. Y. Supp. 668; Langenthal v. Oberman (1918), 171 N. Y. Supp. 144; American Aniline Products v. D. Nagase Co. (1919), 176 N. Y. Supp. 114.

Rhode Island.—Manes Co. v. Glass (1918), 102 Atl. 964.

United States.—American Druggists Syndicate v. Continental Sp. Co. (1918), 249 Fed. 290.

Section 2.—(Capacity—Liabilities for Necessaries.)—Capacity to buy and sell is regulated by the general law concerning capacity to contract, and to transfer and acquire property.

Where necessaries are sold and delivered to an infant, or to a person who by reason of mental incapacity or drunkenness is incompetent to contract, he must pay a reasonable price therefor.

Necessaries in this section mean goods suitable to the condition in life of such infant or other person, and to his actual requirements at the time of delivery.

Massachusetts.—Arnold v. North American Chemical Co. (1919), 122 N. E. 283.

Michigan.—Denton v. Booth (1918), 168 N. W. 491; Decker v. Pierce (1916), 157 N. W. 384; Reynolds v. Garber-Buick Co. (1914), 183 Mich. 157.

New York.—Graves v. Warren (1917), 164 N. Y. Supp. 925; Ballard v. Freidberg (1917), 164 N. Y. Supp. 912.

FORMALITIES OF THE CONTRACT.

Section 3.—(Form of Contract or Sale.)—Subject to the provisions of this act and of any statute in that behalf, a contract to sell or a sale may be made in writing (either with or without seal), or by word of mouth, or partly in writing and partly by word of mouth, or may be inferred from the conduct of the parties.

Massachusetts.—Kehlor Flour Mill Co. v. Linden & Lindstroem (1918), 230 Mass. 119, 119 N. E. 698.

Minnesota.—Moorhead v. Minneapolis Seed Co. (1917), 165 N. W. 484.

Mississippi.—Crenshaw Bros. Seed Co. v. Rauch (1916) (Miss.), 73 So. 53.

New Jersey.—Carnegie Steel Co. v. Connelly (1916) (N. J.), 97 Atl. 74.

Section 4.—(Statute of Frauds.)—(1) A contract to sell or a sale of any goods or choses in action of the value of five hun-

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dred dollars or upwards shall not be enforceable by action unless the buyer shall accept part of the goods or choses in action so contracted to be sold, and actually receive the same, or give something in earnest to bind the contract, or in part payment, or unless some note or memorandum in writing of the contract or sale be signed by the party to be charged or his agent in that behalf.

(2) The provisions of this section apply to every such contract or sale, notwithstanding that the goods may be intended to be delivered at some future time or may not at the time of such contract or sale be actually made, procured, or provided, or fit or ready for delivery, or some act may be requisite for the making or completing thereof, or rendering the same fit for delivery; but if the goods are to be manufactured by the seller especially for the buyer and are not suitable for sale to others in the ordinary course of the seller's business, the provisions of this section shall not apply.

(3) There is an acceptance of goods within the meaning of this section when the buyer, either before or after delivery of the goods, expresses by words or conduct his assent to becoming the owner of those specific goods.

Connecticut.— Wetopsky v. New Haven Gas Light Co. (1914), 88 Conn. 1, 90 Atl. 30; Barrett Mfg. Co. v. Ambrosio (1916), 96 Atl. 930; De Nunzio v. De Nunzio (1916), 97 Atl. 323.

Minnesota.— Moorland v. Minneapolis Seed Co. (1917), 165 N. W.

Maryland. — Brazer v. Levy (1914), 122 Md. 558, 90 Atl. 102; Willard v. Higdon (1914), 123 Md. 451, 91 Atl. 577; Castle v. Swift & Co. (1918), 104 Atl. 187; Stenn v. Crawford (1919), 105 Atl. 780.

Massachusetts.— Peck v. Abbott & Fernald Co. (1916), 111 N. E. 890; Brown v. Fredk. J. Quincy Co. (1910), 204 Mass. 206; Armstrong v. Orler (1915), 220 Mass. 112.

Michigan. — Meyer v. Shapton (1914), 178 Mich. 417, 144 N. W. 887.

New Jersey.— Eigen v. Rosolin (1914), 85 N. J. L. 515, 89 Atl. 923; McAusland v. Rieser (1914), 90 Atl. 261.

New York.— Moskowitz v. White Bros. (1917), 166 N. Y. Supp. 15; Eagle Paper Box Co. v. Gatti McQuade Co. (1917), 164 N. Y. Supp. 201; Schneider v. Lezinsky (1916), 163 N. Y. Supp. 769; Harrison v. Scott (1911), 203 N. Y. 369, 96 N. E. 755; Morse v. Canaswacta Knitting Co. (1912), 154 App. Div. 351, 139 N. Y. Supp. 634; Skinner v. Watson (1913), 159 A. D. 359; Poel v. Brunswick-Balke-Collender Co. (1913), 159 App. Div. 365, 144 N. Y. Supp. 725; Spiegel v. Lowen-

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stein (1914), 162 App. Div. 443, 147 N. Y. Supp. 655; Langstroth v. Turner Express Lumber Co. (1914), 162 App. Div. 818, 148 N. Y. Supp. 224; Richardson Press v. Vandergrift (1914), 165 App. Div. 180, 150 N. Y. Supp. 238; Goldowitz v. Hy Kupper & Co. (1913), 141 N. Y. Supp. 531, 80 Misc. 478; Hager v. Henneberger (1913), 145 N. Y. Supp. 152, 83 Misc. 417; Bauman v. Mendle-Lunepp Co. (1915), 153 N. Y. Supp. 896; A. Sidney Davison, Coal Co. v. Empire Brick & Supply Co. (1918), 168 N. Y. Supp. 534; Blair & Ralland v. Turner (1918), 168 N. Y. Supp. 660; Shongut v. Meyers (1918), 168 N. Y. Supp. 2; Lipschitz v. W. R. Grace & Co. (1918), 171 N. Y. Supp. 330; Zimmerman v. Gillman (1918), 172 N. Y. Supp. 263; Reisfeld v. Jacobs (1919), 176 N. Y. Supp. 223; New York M. Trading Co. v. Louis B. Prahar (1919), 176 N. Y. Supp. 179.

Ohio.— Davis Laundry & Cleaning Co. v. Whitmore (1915), 110 N. E. 518.

Rhode Island.— Namquit Worsted Co. v. Shitman (1915), 221 Fed. 49; Webster-Trapper Co. v. Eastern Hay Co. (1916), 98 Atl. 50.

Wisconsin.— Friedman v. Plous (1914), 158 Wisc. 438, 149 N. W. 218; Stack v. Roth Bros. Co. (1916), 153 N. W. 148.

SUBJECT MATTER OF CONTRACT.

Section 5.—(Existing and Future Goods.)—(1) The goods which form the subject of a contract to sell may be either existing goods, owned or possessed by the seller, or goods to be manufactured or acquired by the seller after the making of the contract to sell, in this act called "future goods."

(2) There may be a contract to sell goods, the acquisition of which by the seller depends upon a contingency which may or may not happen.

(3) Where the parties purport to effect a present sale of future goods, the agreement operates as a contract to sell the goods.

Michigan.— Dudley A. Tyng & Co. v. Converse (1914), 180 Mich. 195, 146 N. W. 629.

New Jersey.— Leonard v. Pennypacker (1913), 85 N. J. L. 333.

New York.—Procter & Gamble v. Peters, White & Co. (1918), 176 N. Y. Supp. 169.

Section 6.—(Undivided Shares.)—(1) There may be a contract to sell or a sale of an undivided share of goods. If the parties intend to effect a present sale, the buyer, by force of the agreement, becomes an owner in common with the owner or owners of the remaining shares.

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(2) In the case of fungible goods, there may be a sale of an undivided share of a specific mass, though the seller purports to sell and the buyer to buy a definite number, weight or measure of the goods in the mass, and though the number, weight or measure of the goods in the mass is undetermined. By such a sale the buyer becomes owner in common of such a share of the mass as the number, weight or measure bought bears to the number, weight or measure of the mass. If the mass contains less than the number, weight or measure bought, the buyer becomes the owner of the whole mass and the seller is bound to make good the deficiency from similar goods unless a contrary intent appears.

New York. — Gourd v. Healy (1912), 206 N. Y. Supp. 423, 99 N. E. 1099.

Section 7.—(Destruction of Goods Sold.)—(1) Where the parties purport to sell specific goods, and the goods without the knowledge of the seller have wholly perished at the time when the agreement is made, the agreement is void.

(2) Where the parties purport to sell specific goods, and the goods without the knowledge of the seller have perished in part or have wholly or in a material part so deteriorated in quality as to be substantially changed in character, the buyer may at his option treat the sale:

(a) As avoided, or

(b) As transferring the property in all of the existing goods or in so much thereof as have not deteriorated, and as binding the buyer to pay the full agreed price if the sale was indivisible, or to pay the agreed price for the goods in which the property passes if the sale was divisible.

New York.— J. A. Kirsch & Co. v. Benyunes (1919), 105 Misc. Rep. 648 174 N. Y. Supp. 794.

Section 8.—(Destruction of Goods Contracted to be Sold.)—(1) Where there is a contract to sell specific goods, and subsequently, but before the risk passes to the buyer, without any

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fault on the part of the seller or the buyer, the goods wholly perish, the contract is thereby avoided.

(2 Where there is a contract to sell specific goods, and subsequently, but before the risk passes to the buyer, without any fault of the seller or the buyer, part of the goods perish or the whole or a material part of the goods so deteriorate in quality as to be substantially changed in character, the buyer may at his option treat the contract:

(a) As avoided, or

(b) As binding the seller to transfer the property in all of the existing goods or in so much thereof as have not deteriorated, and as binding the buyer to pay the full agreed price if the contract was indivisible, or to pay the agreed price for so much of the goods as the seller, by the buyer's option, is bound to transfer if the contract was divisible.

New York.— J. A. Kirsch & Co. v. Benyunes (1919), 105 Misc. Rep. 648, 174 N. Y. Supp. 794.

Massachusetts.— Automatic Time Table Adv. Co. v. Automatic Time Table Co. (1911), 208 Mass. 251, 94 N. E. 462; Carroll v. Haskins (1912), 212 Mass. 593, 99 N. E. 477.

THE PRICE.

Section 9.—(Definition and Ascertainment of Price.)—(1) The price may be fixed by the contract, or may be left to be fixed in such manner as may be agreed, or it may be determined by the course of dealing between the parties.

(2) The price may be made payable in any personal property.

(3) Where transferring or promising to transfer any interest in real estate constitutes the whole or part of the consideration for transferring or for promising to transfer the property in goods, this act shall not apply.

(4) Where the price is not determined in accordance with the foregoing provisions the buyer must pay a reasonable price. What is a reasonable price is a question of fact dependent on the circumstances of each particular case.

Arizona.— Boyd v. Second Hand Supply Co. (1912). 14 Ariz. 39, 123 Pac. 619.

Massachusetts.— Cobbs, Bates & Yerxa Co. v. Hills (1911), 208 Mass. 270, 94 N. E. 265.

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New York.—Siegel v. Union Assur. Society (1915), 153 N. Y. Supp. 662.

United States.—In re Pierce, Butler & Pierce Mfg. Co. (1918) (U. S. C. C. A., N. Y.), 246 Fed. 814.

Section 10.—(Sale at a Valuation.)—(1) Where there is a contract to sell or a sale of goods at a price or on terms to be fixed by a third person, and such third person without fault of the seller or the buyer, cannot or does not fix the price or terms, the contract or the sale is thereby avoided; but if the goods or any part thereof have been delivered to and appropriated by the buyer he must pay a reasonable price therefor.

(2) Where such third person is prevented from fixing the price or terms by fault of the seller or the buyer, the party not in fault may have such remedies against the party in fault as are allowed by Parts IV and V of this act.

CONDITIONS AND WARRANTIES.

Section 11.—(Effect of Conditions.)—(1) Where the obligation of either party to a contract to sell or a sale is subject to any condition which is not performed, such party may refuse to proceed with the contract or sale or he may waive performance of the condition. If the other party has promised that the condition should happen or be performed, such first-mentioned party may also treat the non-performance of the condition as a breach of warranty.

(2) Where the property in the goods has not passed, the buyer may treat the fulfillment by the seller of his obligation to furnish goods as described and as warranted expressly or by implication in the contract to sell as a condition of the obligation of the buyer to perform his promise to accept and pay for the goods.

Illinois.—Bushnell v. Chester (1917), 203 Ill. App. 229; Stauer Carriage Company v. Richardson (1917), 203 Ill. App. 620.

Massachusetts.—Federal Coal & Coke Co. v. Coryell (1911), 111 N. E. 1041; Fechteler v. Whittemore (1910), 205 Mass. 6, 91 N. E. 155.

New Jersey.—Potter Printing Press Co. v. Newark Daily Advg. Co. (1912), 82 N. J. L. 671, 83 Atl. 969.

New York.—MacMonnies v. Phillippi (1918), 170 N. Y. Supp. 913; Sanford v. Brown Bros. Co. (1913), 208 N. Y. 90, 101 N. E. 797; Bram-

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hat Deane Co. v. McDonald (1916), 158 N. Y. Supp. 736; Cee Bee Co. Waist & Costume Co. v. Borenstein (1917), 164 N. Y. Supp. 703; Creamery Package Mfg. Co. v. Horton (1917), 165 N. Y. Supp. 257; Tawil Bros. v. Bennett & Aspden Co. (1919), 176 N. Y. Supp. 10; Carlisle v. Lovell (1918), 171 N. Y. Supp. 996; American Metal Co. v. Newmann (1918), 171 N. Y. Supp. 560; Murphy v. Moon Motor Co. (1911), 147 App. Div. 91, 131 N. Y. Supp. 873.

Rhode Island.— Blair-Baker Horse Co. v. Hennessey (1915), 36 R. I. 122.

Section 12.—(Definition of Express Warranty.)—Any affirmation of fact or any promise by the seller relating to the goods is an express warranty if the natural tendency of such affirmation or promise is to induce the buyer to purchase the goods, and if the buyer purchases the goods relying thereon. No affirmation of the value of the goods, nor any statement purporting to be a statement of the seller's opinion only shall be construed as a warranty.

Connecticut.— Andrews v. Peck (1910), 83 Conn. 666, 78 Atl. 445.

Maryland.— Rittenhouse-Winterson Auto Co. v. Kissmer (1916), 98 Atl. 361; White Automobile Co. v. Dorsey (1913), 119 Md. 251, 86 Atl. 617; Greer v. Whalen (1913), 125 Md. 273, 93 Atl. 521.

Massachusetts.— Putman-Hooker Co. v. Hewins (1910), 204 Mass. 426, 90 N. E. 983; Am. Soda Fountain Co. v. Spring Water Carb. Co. (1911), 207 Mass. 488, 93 N. E. 801; Gascoigne v. Cary Brick Co. (1914), 217 Mass. 304, 104 N. E. 734; Leonard v. Carleton & Honey Co. (1918), 230 Mass. 262, 119 N. E. 674.

Michigan.— Bates Tractor Co. v. Gregory (1917), 165 N. W. 612; Miller v. Du Val (1916), 158 N. W. 140; Waterman-Waterbury Co. v. School Dist. No. 2 (1914), 148 N. W. 673.

New Jersey.— Spencer Heater Co. v. Abbott (1918), 104 Atl. 91.

New York.— Mastin v. Boland (1917), 165 N. Y. Supp. 468; Washburn-Crosby Co. v. Kindervatter (1911), 147 App. Div. 114, 131 N. Y. Supp. 871; International Battery Co. v. Wistreich (1918), 182 App. Div. 843, 170 N. Y. Supp. 149; Susquehanna Silk Mills v. Jacobson (1918), 185 App. Div. 378, 173 N. Y. Supp. 271; Sidney B. Bowman Automobile Co. v. Schultz (1919), 175 N. Y. Supp. 72; Nelson Co. v. Silver (1913), 160 App. Div. 445, 145 N. Y. Supp. 124; Coleman v. Simpson (1914), 162 App. Div. 335, 147 N. Y. Supp. 865; Wasserstrom v. Cohen, Frank & Co. (1914), 165 App. Div. 171, 150 N. Y. Supp. 638; Debany v. Rosenthal (1915), 152 N. Y. Supp. 1043.

Ohio.— Hamilton Iron & Steel Co. v. Groveland Mining Co. (1916), 233 Fed. Rep. 388.

United States.— Hamilton Iron & Steel Co. v. Groveland Mining Co. (1916) (U. S. C. C. A., Ohio), 233 Fed 388; H. Koehler & Co. v. York

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Mfg. Co. (1912), 193 Fed. 981, 113 C. C. A. 601 (N. Y.); Wendell & Evans Co. v. Kennecott Co. (1914), 218 Fed. Rep. 622 (N. Y.); Norwood Paper Co. v. Columbia Paper Bag Co. (1911), 185 Fed. Rep. 454, 107 C. C. A. (Md.) 524.

Section 13.—(Implied Warranties of Title.)—In a contract to sell or a sale, unless a contrary intention appears, there is:

(1) An implied warranty on the part of the seller that in case of a sale he has a right to sell the goods, and that in case of a contract to sell he will have a right to sell the goods at the time when the property is to pass;

(2) An implied warranty that the buyer shall have and enjoy quiet possession of the goods as against any lawful claims existing at the time of the sale;

(3) An implied warranty that the goods shall be free at the time of the sale from any charge or encumbrance in favor of any third person, not declared or known to the buyer before or at the time when the contract or sale is made;

(4) This section shall not, however, be held to render liable a sheriff, auctioneer, mortgagee, or other person professing to sell by virtue of authority in fact or law goods in which a third person has a legal or equitable interest.

Massachusetts.— Hartley v. Rotman (1909), 200 Mass. 376, 86 N. E. 903.

Minnesota.— Jordan v. Van Duzee (1917), 165 N. W. 877, 139 Minn. 103.

New Jersey.— Dreisbach v. Eckelkamp (1913), 83 N. J. L. 726, 83 Atl. 175.

Wisconsin.— Kirkpatrick v. Kepler (1917), 164 Wis. 558, 160 N. W. 1047.

Section 14.—(Implied Warranty in Sale by Description.)—Where there is a contract to sell or a sale of goods by description, there is an implied warranty that the goods shall correspond with the description and if the contract or sale be by sample, as well as by description, it is not sufficient that the bulk of the goods corresponds with the sample if the goods do not also correspond with the description.

Massachusetts.— Hanson & Parker v. Wittenberg (1910), 205 Mass. 319, 91 N. E. 383; Cavanaugh v. D. W. Raulet Co. (1918), 229 Mass. 360, 118 N. E. 650; Proctor v. Atlantic Fish Co. (1911), 208 Mass. 351, 94 N. E. 281; Borden v. Fine (1912), 212 Mass. 427, 98 N. E. 1073; Interstate Grocer Co. v. Geo. Wm. Bentley Co. (1913), 214 Mass. 231, 101 N. E. 147.

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Michigan.— Nathan Kronman & Co. v. Gardella (1916), 157 Pac. 377; Cheboygen Paper Co. v. Eichberg (1915), 150 N. W. 312.

New Jersey.— Lissberger v. Kellog (1909), 78 N. J. L. 89, 73 Atl. 67.

New York.— Mastin v. Boland (1917), 165 N. Y. Supp. 468.

Wisconsin. — Kelsey v. J. W. Ringrose Net Co. (1913), 152 Wisc. 499, 140 N. W. 66; Ross v. Northrup, Krug & Co. (1914), 156 Wisc. 327, 144 N. W. 1124.

Section 15.—(Implied Warranties of Quality.)—Subject to the provisions of this act and of any statute in that behalf, there is no implied warranty or condition as to the quality or fitness for any particular purpose of goods supplied under a contract to sell or a sale, except as follows:

(1) Where the buyer, expressly or by implication, makes known to the seller the particular purpose for which the goods are required, and it appears that the buyer relies on the seller's skill or judgment (whether he be the grower or manufacturer or not), there is an implied warranty that the goods shall be reasonably fit for such purpose.

(2) Where the goods are bought by description from a seller who deals in goods of that description (whether he be the grower or manufacturer or not), there is an implied warranty that the goods shall be of merchantable quality.

(3) If the buyer has examined the goods, there is no implied warranty as regards defects which such examination ought to have revealed.

(4) In the case of a contract to sell or a sale of a specified article under its patent or other trade name, there is no implied warranty as to its fitness for any particular purpose.

(5) An implied warranty or condition as to quality of fitness for a particular purpose may be annexed by the usage of trade.

(6) An express warranty or condition does not negative a warranty or condition implied under this act unless inconsistent therewith.

Arizona.— Brought v. Redewill Music Co. (1915), 153 Pac. 285.

Connecticut.— Merrill v. Hodson (1914), 91 Atl. 533; Welshausen v. Chas. Parker Co. (1910), 83 Conn. 231, 76 Atl. 271.

Illinois.— Nelson v. Miller (1915), 195 Ill. App. 233.

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Maryland.— Commercial Realty & Const. Co. v. Dorsey (1910), 114 Md. 172, 78 Atl. 1099.

Massachusetts.— Proctor v. Atlantic Fish Co. (1911), 208 Mass. 351, 94 N. E. 281; Roberts v. Anheuser Busch Brewing Co. (1912), 211 Mass. 449, 98 N. E. 95; Interstate Grocer Co. v. Geo. Wm. Bentley (1913), 214 Mass. 227, 101 N. E. 147; Gearing v. Berkson (1916), 111 N. E. 785; Ward v. Great Atlantic & Pac. Tea Co. (1918), 120 N. E. 225; Friend v. Childs Dining Hall Co. (1918), 120 N. E. 407.

Michigan.— Wolverine Spice Co. v. Fallas (1914), 148 N. W. 701; Baker v. Kamantowsky (1915), 155 N. W. 430; Pentland v. Jacobson (1915), 155 N. W. 468; E. P. Stacy & Sons v. Moher (1918), 200 Mich. 81, 166 N. W. 849.

Mississippi.— Lumberman's Supply Co. v. Poplarville Sawmill Co. (1918), 117 Miss. 274, 78 So. 157.

New Jersey.— Mach. Mfg. Co. v. Donovan (1914), 86 N. J. L. 327, 91 Atl. 310; Quemahonuig Coal Co. v. Sanitary Earthenware Specialty Co. (1915), 95 Atl. 986.

New York.— Stroock Plush Co. v. Talcott (1912), 150 App. Div. 343, 134 N. Y. Supp. 1052; Standard Milling Co. v. DePas (1913), 154 App. Div. 525, 139 N. Y. Supp. 611; Coleman v. Simpson, Hendee Co. (1913), 158 App. Div. 461, 143 N. Y. Supp. 587; Race v. Krum (1914), 163 App. Div. 924, 147 N. Y. Supp. 818; Leahy v. Essex Co. (1914), 164 App. Div. 903, 148 N. Y. Supp. 1063; Wasserstrom v. Cohen Frank & Co. (1914), 165 App. Div. 171, 150 N. Y. Supp. 638; Sure Seal Co. v. Loeber (1916), 157 N. Y. Supp. 327, 171 App. Div. 225; Leiter v. Innis, Speiden & Co. (1912), 138 N. Y. Supp. 536; Marx v. Locomobile Co. (1913), 144 N. Y. Supp. 937, 82 Misc. 468; Shearer Co., G. B. v. Kakoulis (1913), 144 N. Y. Supp. 1077; Bonwit Teller & Co. v. Kinlen (1914), 150 N. Y. Supp. 966; Rinaldi v. Mohican Co. (1918), 225 N. Y. 70, 121 N. E. 471; Coff-Garrod Co. v. Dodwell & Co. (1918), 170 N. Y. Supp. 615; Thomson v. Meyer Cord Co. (1919), 174 N. Y. Supp. 732; Weinberg v. Peter Doelger Brewing Co. (1919), 174 N. Y. Supp. 69; Majestic Coal Co. v. W. J. Bush & Co. (1918), 171 N. Y. Supp. 662; East End Amusement Co. v. Atmospheric S. Co. (1918), 171 N. Y. Supp. 283; Barrington v. Hotel Astor (1918), 171 N. Y. Supp. 840; Muller v. Childs Co. (1918), 171 N. Y. Supp. 541; Stern Bros. v. Borwood (1918), 169 N. Y. Supp. 545; Zenkel v. Oneida County Creameries Co. (1918), 104 Misc. Rep. 251, 171 N. Y. Supp. 676; Polly v. Arony (1918), 172 N. Y. Supp. 305; Salino v. Latturalilo (1918), 170 N. Y. Supp. 30; Empire Cream Separator Co. v. Quinn (1918), 171 N. Y. Supp. 413; Race v. Krum (1918), 222 N. Y. 410, 118 N. E. 853.

Ohio.— Marmet Coal Co. v. People's Coal Co. (1915), 226 Fed. 646; Thompson v. Miser (1910), 82 Ohio St. 289, 92 N. E. 420.

Pennsylvania.— Shute v. Levin (1917), 66 Pa. Super. Ct. 67.

Rhode Island.— Matteson v. Lagace (1914), 89 Atl. 713.

United States.— Nashua Iron & Steel Co. v. Brush (1898), 91 Fed. 213, 33 C. C. A. 456; Excelsior Coal Co. v. Gildersleeve (1908), 160 Fed. 47 (Conn.); In re Nathen (1912), 200 Fed. 379 (N. Y.) 118 C. C. A.

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531; Kansas City Bolt & Nut Co. v. Rodd (1915), 220 Fed. Rep. 760 (Ohio).

Utah.— Studebaker Bros. Co. v. Anderson (1917), 167 Pac. 663; Walters v. United Grocery Co. (1918), 172 Pac. 473.

Wisconsin.— Leonard Seed Co. v. Crary Canning Co. (1911), 147 Wisc. 166, 132 N. W. 902; Ross v. Northrup, King & Co. (1914), 156 Wisc. 327, 144 N. W. 1124; Berry v. Wadhams Oil Co. (1914), 156 Wisc. 588, 147 N. W. 783; Neck v. Marquette Cement Mfg. Co. (1914), 158 Wisc. 298, 148 N. W. 869.

SALE BY SAMPLE.

Section 16.—(Implied Warranties in Sale by Sample.)— In the case of a contract to sell or a sale by sample:

(a) There is an implied warranty that the bulk shall correspond with the sample in quality.

(b) There is an implied warranty that the buyer shall have a reasonable opportunity of comparing the bulk with the sample, except so far as otherwise provided in section 47 (3).

(c) If the seller is a dealer in goods of that kind, there is an implied warranty that the goods shall be free from any defect rendering them unmerchantable which would not be apparent on reasonable examination of the sample.

Massachusetts.— West End Mfg. Co. v. Warren Co. (1908), 198 Mass. 320; Androvette v. Parks (1910), 207 Mass. 86, 92 N. E. 1006; Borden v. Fine (1912), 212 Mass. 425, 98 N. E. 1073; Interstate Grocer Co. v. Geo. Wm. Bentley Co. (1913), 214 Mass. 227, 101 N. E. 147; Gascoigne v. Cary Brick Co. (1914), 217 Mass. 302, 104 N. E. 734.

New Jersey.— Stewart v. M. N. Voll & Son (1911), 81 N. J. L. 323, 79 Atl. 1041.

New York.— Regina Co. v. Gately Furniture Co. (1916), 157 N. Y. Supp. 746, 171 App. Div. 687; American Lace Mfg. Co. v. Levy (1915), 155 N. Y. Supp. 232; Schwartz v. Kohn (1915), 155 N. Y Supp. 547; Rosenberg v. Rosenzweig (1919), 173 N. Y. Supp. 421; Crook v. Lipton (1918), 182 App. Div. 858, 170 N. Y. Supp. 345; P. J. Harney Shoe Co. v. A. H. Ginsberg-Gorden Co. (1918), 169 N. Y. Suppl. 848.

United States.— Levi Strauss & Co. v. Silverstein (1918), 160 C. C. A. 403, 248 Fed. 393; In re Nathan (1912), 200 Fed. Rep. 379, 118 C. C. A. 531.

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PART II.

TRANSFER OF PROPERTY AS BETWEEN SELLER AND BUYER.

Section 17.—(No Property Passes until Goods are Ascertained.)—Where there is a contract to sell unascertained goods no property in the goods is transferred to the buyer unless and until the goods are ascertained, but property in an undivided share of ascertained goods may be transferred as provided in section 6.

Massachusetts.— Isaac v. MacDonald (1913), 214 Mass. 487, 102 N. E. 81.

Section 18.—(Property in Specific Goods Passes when Parties so Intend.)—(1) Where there is a contract to sell specific or ascertained goods, the property in them is transferred to the buyer at such time as the parties to the contract intend it to be transferred.

(2) For the purpose of ascertaining the intention of the parties, regard shall be had to the terms of the contract, the conduct of the parties, usages of trade and the circumstances of the case.

Connecticut.— White v. Lansing Chemical Co. (1917), 92 Conn. 186, 102 Atl. 579.

Maryland.— Dinsmore v. Maag-Wahmann Co. (1914), 122 Md. 177, 89 Atl. 399; Praeger v. Implement Co. (1914), 122 Md. 303.

Massachusetts.— Carroll v. Haskins (1912), 212 Mass. 593; Bondy v. Hardina (1913), 216 Mass. 44, 102 N. E. 935.

New York.— Tompkins Kiel Marble Co. v. Bockman (1915), 154 N. Y. Supp. 196.

Section 19.—(Rules for Ascertaining Intention.)—Unless a different intention appears, the following are rules for ascertaining the intention of the parties as to the time at which the property in the goods is to pass to the buyer.

Rule 1. Where there is an unconditional contract to sell specific goods, in a deliverable state, the property in the goods passes to the buyer when the contract is made and it is im-

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material whether the time of payment, or the time of delivery, or both, be postponed.

Rule 2. Where there is a contract to sell specific goods and the seller is bound to do something to the goods, for the purpose of putting them into a deliverable state, the property does not pass until such thing be done.

Rule 3. (1) When goods are delivered to the buyer "on sale or return," or on other terms indicating an intention to make a present sale, but to give tht buyer an option to return the goods instead of paying the price, the property passes to the buyer on delivery, but he may revest the property in the seller by returning or tendering the goods within the time fixed in the contract, or, if no time has been fixed, within a reasonable time.

(2) When goods are delivered to the buyer on approval or on trial or on satisfaction, or other similar terms, the property therein passes to the buyer:

(a) When he signifies his approval or acceptance to the seller or does any other act adopting the transaction;

(b) If he does not signify his approval or acceptance to the seller, but retains the goods without giving notice of rejection, then if a time has been fixed for the return of the goods, on the expiration of such time, and, if no time has been fixed, on the expiration of a reasonable time. What is a reasonable time is a question of fact.

Rule 4. (1) Where there is a contract to sell unascertained or future goods by description, and goods of that description and in a deliverable state are unconditionally appropriated to the contract, either by the seller with the assent of the buyer, or by the buyer with the assent of the seller, the property in the goods thereupon passes to the buyer. Such assent may be expressed or implied, and may be given either before or after the appropriation is made.

(2) Where, in pursuance of a contract to sell, the seller delivers the goods to the buyer, or to a carrier or other bailee (whether named by the buyer or not), for the purpose of transmission to or holding for the buyer, he is presumed to have unconditionally appropriated the goods to the contract, except

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in the cases provided for in the next rule and in section 20. This presumption is applicable, although by the terms of the contract, the buyer is to pay the price before receiving delivery of the goods, and the goods are marked with the words "collect on delivery" or their equivalent.

Rule 5. If the contract to sell requires the seller to deliver the goods to the buyer, or at a particular place, or to pay the freight or cost of transportation to the buyer, or to a particular place, the property does not pass until the goods have been delivered to the buyer or reached the place agreed upon.

Connecticut.—Home Pattern Co. v. Mertz Co. (1914), 88 Conn. 22; Silbermann v. Caplan (1919), 105 Atl. 350.

Illinois.—Brain v. H. A. Barn Packers' Supply Co. (1917), 203 Ill. App. 262; Anderson Computing Scale Co. v. Hattenbach (1917), 199 Ill. App. 467; Rosenfeld v. Ehrhart (1917), 202 Ill. App. 617.

Maryland.—Dinsmore v. Rice (1916), 128 Md. 209, 97 N. E. 537; Rice v. Dinsmore (1914), 124 Md. 276, 92 Atl. 847.

Massachusetts. — Kennedy v. Drake (1916), 114 N. E. 310; Barrie v. Quinly (1910), 206 Mass. 258, 92 N. E. 451; Twitchell-Champlin Co. v. Rodovsky (1910), 207 Mass. 72, 92 N. E. 1038; Automatic Time-Table Advertising Co. v. Automatic Time-Table Co. (1911), 208 Mass. 251, 94 N. E. 462; Wright v. Frank E. Andrews Co. (1912), 212 Mass. 186, 98 N. E. 798; Bristol Mfg. Co. v. Arkwright Mills (1912), 213 Mass. 172, 100 N. E. 55; Chandler Grain & Milling Co. v. Shea (1913), 213 Mass. 398, 100 N. E. 663; Isaacs v. MacDonald (1913), 214 Mass. 487, 102 N. E. 81; Bondy v. Hardina (1913), 216 Mass. 44, 102 N. E. 935.

Michigan.—Kemper-Thomas Co. v. Deitz (1918), 169 N. W. 826.

New Jersey.—Ingersoll-Rand Co. v. U. S. Fidelity & Guaranty Co. (1919), 105 Atl. 236; Champlin v. Church (1908), 76 N. J. L. 553, 70 Atl. 138; Massman v. Steiger (1910), 79 N. J. L. 442, 75 Atl. 746; Geo. A. Ohl & Co. v. Barnet Leather Co. (1915), 93 Atl. 715, 87 N. J. L. 300; Engemann v. Delaware L. & W. R. R. (1916), 97 Atl. 152.

New York.—Phelps v. McQuade (1917), 115 N. E. 441, 220 N. Y. 232; Atlanta Mach. Works v. Felthausen (1916), 160 N. Y. Supp. 29; John Wanamaker v. Toole (1917), 165 N. Y. Supp. 112, 179 App. Div. 77; Jac Bolsenfahr Co. v. Gross (1917), 164 N. Y. Supp. 887; Neal, Clark & Neal Co. v. Tarby (1917), 163 N. Y. Supp. 675; W. & S. Job Co. v. N. B. Cook Oil Co. (1919), 175 N. Y. Supp. 878; Atlanta Bldg. Supply Co. v. Vulcanite Port. Cement Co. (1911), 203 N. Y. 133, 96 N. E. 370; Gass v. So. Pacific Co. (1912), 152 App. Div. 412, 137 N. Y. Supp. 261; Westmoreland Coal Co. v. Syracuse Lighting Co. (1913),

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145 N. Y. Supp. 420, 159 App. Div. 323; White v. Schweitzer (1911), 147 App. Div. 544, 132 N. Y. Supp. 644; Dube v. Liberty Clothing Co. (1915), 153 N. Y. Supp. 577; Sanitary Carpet Cleaner v. Reed Mfg. Co. (1913), 159 A. D. 587; Fox v. Proctor (1914), 145 N. Y. Supp. 709, 160 App. Div. 712; Conroy v. Barrett (1916), 158 N. Y. Supp. 549, 95 Misc. 247; Schanz v. Bramwell (1913), 145 N. Y. Supp. 1057.

Pennsylvania.—Pittsburgh Provision & Packing Co. v. Cudahy Packing Co. (1918), 260 Pa. 135, 103 Atl. 548; Enterprise Wall Paper Co. v. Nilson Rantual Co. (1918), 260 Pa. 540, 103 Atl. 923.

United States.—Graham v. United States (1911), 188 Fed. 651, 110 C. C. A. 465 (Md.).

Section 20.—(Reservation of Right of Possession or Property When Goods are Shipped.)—(1) Where there is a contract to sell specific goods, or where goods are subsequently appropriated to the contract, the seller may, by the terms of the contract or appropriation, reserve the right of possession or property in the goods until certain conditions have been fulfilled. The right of possession or property may be thus reserved notwithstanding the delivery of the goods to the buyer or to a carrier or other bailee for the purpose of transmission to the buyer.

(2) Where goods are shipped, and by the bill of lading the goods are deliverable to the seller or his agent, or to the order of the seller or of his agent, the seller thereby reserves the property in the goods. But if, except for the form of the bill of lading, the property would have passed to the buyer on shipment of the goods, the seller's property in the goods shall be deemed to be only for the purpose of securing performance by the buyer of his obligations under the contract.

(3) Where goods are shipped, and by the bill of lading the goods are deliverable to the order of the buyer or of his agent, but possession of the bill of lading is retained by the seller or his agent, the seller thereby reserves a right to the possession of the goods as against the buyer.

(4) Where the seller of goods draws on the buyer for the price and transmits the bill of exchange and bill of lading together to the buyer to secure acceptance or payment of the bill of exchange, the buyer is bound to return the bill of lading if he does not honor the bill of exchange, and if he wrongfully

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retains the bill of lading he acquires no added right thereby. If, however, the bill of lading provides that the goods are deliverable to the buyer or to the order of the buyer, or is indorsed in blank, or to the buyer by the consignee named therein, one who purchases in good faith, for value, the bill of lading, or goods from the buyer will obtain the property in the goods, although the bill of exchange has not been honored, provided that such purchaser has received delivery of the bill of lading indorsed by the consignee named therein, or of the goods, without notice of the facts making the transfer wrongful.

Connecticut.—Alderman Bros. Co. v. Westinghouse Air Brake Co. (1918), 92 Conn. 419, 103 Atl. 267.

Maryland.— Praeger v. Emerson-Brant Imp. Co. (1914), 122 Md. 303, 89 Atl. 501.

New York.—Wilson International Railway Co. (1916), 160 N. Y. Supp. 367; Boss v. Hutchinson (1918), 169 N. Y. Supp. 513.

United States.—Lipschitz v. Napa Fruit Co. (1915), 223 Fed. 698 (C. C. A., 2d Ct.).

Section 21.—(Sale by Auction.)—In the case of sale by auction:

(1) Where goods are put up for sale by auction in lots, each lot is the subject of a separate contract of sale.

(2) A sale by auction is complete when the auctioneer announces its completion by the fall of the hammer, or in other customary manner. Until such announcement is made, any bidder may retract his bid; and the auctioneer may withdraw the goods from sale unless the auction has been announced to be without reserve.

(3) A right to bid may be reserved expressly by or on behalf of the seller.

(4) Where notice has not been given that a sale by auction is subject to a right to bid on behalf of the seller, it shall not be lawful for the seller to bid himself or to employ or induce any person to bid at such sale on his behalf, or for the auctioneer to employ or induce any person to bid at such sale on behalf of the seller or knowingly to take any bid from the seller or any person employed by him. Any sale contravening this rule may be treated as fraudulent by the buyer.

Rhode Island.— Freeman v. Poole (1915), 93 Atl. 786, 94 Atl. 152.

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Section 22.—(Risk of Loss.)—Unless otherwise agreed, the goods, remain at the seller's risk until the property therein is transferred to the buyer, but when the property therein is transfered to the buyer the goods are at the buyer's risk whether delivery has been made or not, except that:

(a) Where delivery of the goods has been made to the buyer, or to a bailee for the buyer, in pursuance of the contract and the property in the goods has been retained by the seller merely to secure performance by the buyer of his obligations under the contract, the goods are at the buyer's risk from the time of such delivery.

(b) Where delivery has been delayed through the fault of either buyer or seller the goods are at the risk of the party in fault as regards any loss which might not have occurred but for such fault.

Connecticut.— Kinney v. Horwitz (1919), 105 Atl. 438; Alderman Bros. Co. v. Westinghouse Air Brake Co. (1918), 92 Conn. 419, 103 Atl. 267; O'Neill-Adams Co. v. Eklund (1915), 93 Atl. 524.

Maryland.— Rylance v. James Walker Co. (1916), 99 Atl. 596; Agri. Mfg. Co. v. Atlantic Fertilizer Co. (1916), 98 Atl. 365; Baltimore & O. R. Co. v. Carter (1919) (Md.), 105 Atl. 760.

New Jersey.— Collerd v. Tully (1911), 78 N. J. L. 557, 80 Atl. 491.

Pennsylvania.—Pittsburgh Provision & Packing Co. v. Cudahy Packing Co. (1918), 260 Pa. 135, 103 Atl. 548.

TRANSFER OF TITLE.

Section 23.—(Sale by a Person not the Owner.)—(1) Subject to the provisions of this act, where goods are sold by a person who is not the owner thereof, and who does not sell them under the authority or with the consent of the owner, the buyer acquires no better title to the goods than the seller had, unless the owner of the goods is by his conduct precluded from denying the seller's authority to sell.

(2) Nothing in this act, however, shall affect:

(a) The provisions of any factors' acts, recording acts, or any enactment enabling the apparent owner of goods to dispose of them as if he were the true owner thereof.

(b) The validity of any contract to sell or sale under any

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special common law or statutory power of sale or under the order of a court of competent jurisdiction.

Arizona.— Webster Milling Co. v. Bingham (1912), 14 Ariz. 50, 125 Pac. 709.

Michigan. — Maley - Thompson & Moffet Co. v. Thos. Forman Co. (1914), 179 Mich. 548, 146 N. W. 95.

New York.— Canales v. Earl (1918), 168 N. Y. Supp. 726; A. F. T. Corporation v. Pathe Exchange, Inc. (1918), 172 N. Y. Supp. 364; Reichard v. Hutton (1913), 158 App. Div. 122, 142 N. Y. Supp. 935; Phelps v. McQuade (1913), 158 App. Div. 528, 143 N. Y. Supp. 822.

Ohio.— B. & O. S. W. Ry. Co. v. Good (1910), 82 Ohio St. 278, 92 N. E. 435.

Wisconsin.— L. C. Smith & Bros. Typewriter Co. v. Luebkeman (1911), Wis. 317, 133 N. W. 33.

United States.— Cincinnati Ry. Supply Co. v. Hartlieb (1914), 214 Fed. Rep. 177, 130 C. C. A. 525.

Section 24.—(Sale by One Having a Voidable Title.)—Where the seller of goods has a voidable title thereto, but this title has not been avoided at the time of the sale, the buyer acquires a good title to the goods, provided he buys them in good faith, for value, and without notice of the seller's defect of title.

Section 25.—(Sale by Seller in Possession of Goods Already Sold.)—Where a person having sold goods continues in possession of the goods, or of negotiable documents of title to the goods, the delivery or transfer by that person, or by an agent acting for him, of the goods or documents of title under any sale, pledge, or other disposition thereof, to any person receiving and paying value for the same in good faith and without notice of the previous sale, shall have the same effect as if the person making the delivery or transfer were expressly authorized by the owner of the goods to make the same.

Ohio.— Hallet & Davis Piano Co. v. Starr Piano Co. (1911), 85 Ohio St. 196, 97 N. E. 377.

Section 26.—(Creditors' Rights Against Sold Goods in Seller's Possession.)—Where a person having sold goods continues in possession of the goods, or of negotiable documents of

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title to the goods and such retention of possession is fraudulent under any rule of law, a creditor or creditors of the seller may treat the sale as void.

Arizona.— Nolte v. Winstanly (1914), 16 Ariz. 323.

Connecticut.— Patchin v. Rowell (1912), 86 Conn. 372, 85 Atl. 511.

Section 27.—(Definition of Negotiable Documents of Title.)—A document of title in which it is stated that the goods referred to therein will be delivered to the bearer, or to the order of any person named in such document is a negotiable document of title.

Section 28.—(Negotiation of Negotiable Documents by Delivery.)—A negotiable document of title may be negotiated by delivery:

(a) Where by the terms of the document the carrier, warehouseman or other bailee issuing the same undertakes to deliver the goods to the bearer, or

(b) Where by the terms of the document the carrier, warehouseman or other bailee issuing the same undertakes to deliver the goods to the order of a specified person, and such person or a subsequent indorsee of the document has indorsed it in blank or to bearer.

Where by the terms of a negotiable document of title the goods are deliverable to bearer or where a negotiable document of title has been indorsed in blank or to bearer, any holder may indorse the same to himself or to any other specified person, and in such case the document shall thereafter be negotiated only by the indorsement of such indorsee.

Section 29.—(Negotiation of Negotiable Documents by Indorsement.)—A negotiable document of title may be negotiated by the indorsement of the person to whose order the goods are by the terms of the document deliverable. Such indorsement may be in blank, to bearer or to a specified person. If indorsed to a specified person, it may be again negotiated by the indorsement of such person in blank, to bearer or to another specified person. Subsequent negotiation may be made in like manner.

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Section 30.—(Negotiable Documents of Title Marked "Not Negotiable.")—If a document of title which contains an undertaking by a carrier, warehouseman or other bailee to deliver the goods to the bearer, to a specified person or order, or to the order of a specified person, or which contains words of like import, has placed upon it the words "not negotiable," "non-negotiated," or the like, such document may nevertheless be negotiated by the holder and is a negotiable document of title within the meaning of this act. But nothing in this act contained shall be construed as limiting or defining the effect upon the obligations of the carrier, warehouseman, or other bailee issuing a document of title of placing thereon the words "not negotiable," "non-negotiable," or the like.

Section 31.—(Transfer of Non-Negotiable Documents.)—A document of title which is not in such form that it can be negotiated by delivery may be transferred by the holder by delivery to a purchaser or donee. A non-negotiable document cannot be negotiated and the indorsement of such a document gives the transferee no additional right.

Massachusetts.—Brown v. Floersheim Mercantile Co. (1910), 206 Mass. 373, 92 N. E. 494.

Section 32.—(Who May Negotiate a Document.)—A negotiable document of title may be negotiated:

(a) By the owner thereof, or

(b) By any person to whom the possession or custody of the document has been entrusted by the owner, if, by the terms of the document the bailee issuing the document undertakes to deliver the goods to the order of the person to whom the possession or custody of the document has been entrusted, or if at the time of such entrusting the document is in such form that it may be negotiated by delivery.

Section 33.—(Rights of Person to Whom Document Has Been Negotiated.)—A person to whom a negotiable document of title has been duly negotiated acquires thereby:

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(a) Such title to the goods as the person negotiating the document to him had or had ability to convey to a purchaser in good faith for value and also such title to the goods as the person to whose order the goods were to be delivered by the terms of the document had or had ability to convey to a purchaser in good faith for value, and

(b) The direct obligation of the bailee issuing the document to hold possession of the goods for him according to the terms of the document as fully as if such bailee had contracted directly with him.

Section 34.—(Rights of Person to Whom Document Has Been Transferred.)—A person to whom a document of title has been transferred, but not negotiated, acquires thereby, as against the transferor, the title to the goods, subject to the terms of any agreement with the transferor.

If the document is non-negotiable, such person also acquires the right to notify the bailee who issued the document of the transfer thereof, and thereby to acquire the direct obligation of such bailee to hold possession of the goods for him according to the terms of the document.

Prior to the notification of such bailee by the transferor or transferee of a non-negotiable document of title, the title of the transferee to the goods and the right to acquire the obligation of such bailee may be defeated by the levy of an attachment or execution upon the goods by a creditor of the transferor, or by a notification to such bailee by the transferor or a subsequent purchaser from the transferor of a subsequent sale of the goods by the transferor.

Massachusetts.—Brown v. Floersheim Mercantile Co. (1910), 206 Mass. 373, 92 N. E. 494.

Section 35.—(Transfer of Negotiable Document Without Indorsement.)—Where a negotiable document of title is transferred for value by delivery, and the indorsement of the transferor is essential for negotiation, the transferee acquires a right against the transferor to compel him to indorse the document

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unless a contrary intention appears. The negotiation shall take effect as of the time when the indorsement is actually made.

Section 36.—(Warranties on Sale of Document.)—A person who for value negotiates or transfers a document of title by indorsement or delivery, including one who assigns for value a claim secured by a document of title unless a contrary intention appears, warrants:

(a) That the document is genuine;

(b) That he has a legal right to negotiate or transfer it;

(c) That he has knowledge of no fact which would impair the validity or worth of the document, and

(d) That he has a right to transfer the title to the goods and that the goods are merchantable or fit for a particular purpose, whenever such warranties would have been implied if the contract of the parties had been to transfer without a document of title the goods represented thereby.

Section 37.—(Indorser Not a Guarantor.)—The indorsement of a document of title shall not make the indorser liable for any failure on the part of the bailee who issued the document or previous indorsers thereof to fulfill their respective obligations.

Section 38.—(When Negotiation Not Impaired by Fraud, Mistake or Duress.)—The validity of the negotiation of a negotiable document of title is not impaired by the fact that the negotiation was a breach of duty on the part of the person making the negotiation, or by the fact that the owner of the document was induced by fraud, mistake or duress to entrust the possession or custody thereof to such person, if the person to whom the document was negotiated or a person to whom the document was subsequently negotiated paid value therefor, without notice of the breach of duty, or fraud, mistake or duress.

Section 39.—(Attachment or Levy Upon Goods for Which a Negotiable Document Has Been Issued.)—If goods are de-

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livered to a bailee by the owner or by a person whose act in conveying the title to them to a purchaser in good faith for value would bind the owner and a negotiable document of title is issued for them they cannot thereafter, while in the possession of such bailee, be attached by garnishment or otherwise or be levied upon under an execution unless the document be first surrendered to the bailee or its negotiation enjoined. The bailee shall in no case be compelled to deliver up the actual possession of the goods until the document is surrendered to him or impounded by the court.

Section 40.—(Creditors' Remedies to Reach Negotiable Documents.)—A creditor whose debtor is the owner of a negotiable document of title shall be entitled to such aid from courts of appropriate jurisdiction by injunction and otherwise in attaching such document or in satisfying the claim by means thereof as is allowed at law or in equity in regard to property which cannot readily be attached or levied upon by ordinary legal process.

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PART III.

PERFORMANCE OF THE CONTRACT.

Section 41.—(Seller Must Deliver and Buyer Accept Goods.)—It is the duty of the seller to deliver the goods, and of the buyer to accept and pay for them, in accordance with the terms of the contract to sell or sale.

Connecticut.— Kinney v. Horwitz (1919), 105 Atl. 438.

Massachusetts.—Fullam v. Wright & Colton Wire Cloth Co. (1907), 196 Mass. 474; Haynes v. Temple (1908), 198 Mass. 372.

New York.—Levy v. Deltra & Co. (1915), 154 N. Y. Supp. 176.

Section 42.—(Delivery and Payment Are Concurrent Conditions.)—Unless otherwise agreed, delivery of the goods and payment of the price are concurrent conditions; that is to say, the seller must be ready and willing to give possession of goods to the buyer in exchange for the price and the buyer must be ready and willing to pay the price in exchange for possession of the goods.

Connecticut.— Kinney v. Horwitz (1919), 105 Atl. 438; Bridgeport Hardware Mfg. Co. v. Bounial (1915), 93 Atl. 674.

Massachusetts.— Dame v. C. H. Hanson & Co. (1912), 212 Mass. 124.

New Jersey.— Gruen v. Geo. A. Ohl Co. (1911), 81 N. J. L. 626, 80 Atl. 547; Kelly Const. Co. v. Hockenbach (1918), 103 Atl. 417.

New York.— British Aluminum Co. v. Trefts (1914), 163 App. Div. 184, 148 N. Y. Supp. 144; Weinshauk v. Shack (1918), 168 N. Y. Supp. 7; Imperial Products Co. v. Capital Chemical Co. (1919), 178 N. Y. Supp. 49; Bemzweig v. Hyman Lewin Co., Inc. (1918), 172 N. Y. Supp. 437; Diamond v. Agency of Canadian Car & Foundry Co., Ltd. (1918), 168 N. Y. Supp. 695.

Section 43.—(Place, Time and Manner of Delivery.)—(1) Whether it is for the buyer to take possession of the goods or for the seller to send them to the buyer is a question depending in each case on the contract, express or implied, between the parties. Apart from any such contract, express or implied, or usage of trade to the contrary, the place of delivery is the seller's place of business if he have one, and if not his residence;

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but in case of a contract to sell or a sale of specific goods, which to the knowledge of the parties when the contract or the sale was made were in some other place, then that place is the place of delivery.

(2) Where by a contract to sell or a sale the seller is bound to send the goods to the buyer, but no time for sending them is fixed, the seller is bound to send them within a reasonable time.

(3) Where the goods at the time of sale are in the possession of a third person, the seller has not fulfilled his obligation to deliver to the buyer unless and until such third person acknowledges to the buyer that he holds the goods on the buyer's behalf; but as against all others than the seller the buyer shall be regarded as having received delivery from the time when such third person first has notice of the sale. Nothing in this section, however shall affect the operation of the issue or transfer of any document of title to goods.

(4) Demand or tender of delivery may be treated as ineffectual unless made at a reasonable hour. What is a reasonable hour is a question of fact.

(5) Unless otherwise agreed, the expenses of and incidental to putting the goods into a deliverable state must be borne by the seller.

Connecticut.—Rochester Distilling Co. v. Geloso (1917), 101 Atl. 500; Harlow v. Parsons Lumber & Hardware Co. (1909), 81 Conn. 57, 71 Atl. 734; Loomis v. Norman Printer's Supply Co. (1908), 81 Conn. 343, 71 Atl. 358; Bridgeport Hardware Mfg. Co. v. Bounial (1915), 93 Atl. 674.

Massachusetts. — New England Concrete Cons. Co. v. Shepard & Morse Lumber Co. (1915), 107 N. E. 917; Barrie v. Quinby (1910), 206, 258, 92 N. E. 451.

Michigan.— Schneider v. C. H. Little Co. (1915), 151 N. W. 587.

Minnesota.—Krause v. Union Match Co. (1919), 170 N. W. 848.

New Jersey.— Gruen v. Geo. A. Ohl & Co (1911), 81 N. J. L. 626, 80 Atl. 547; Dordoni v. Hughes (1912), 83 N. J. L. 355, 85 Atl. 353; Stephens-Adamson Mfg. Co. v. Bigelow (1914), 86 N. J. L. 707, 92 Atl. 398.

New York.— Am. Law Co. v. Ball (1917), 165 N. Y. Supp. 925; Bemzweig v. Hyman Lewin Co., Inc. (1918), 172 N. Y. Supp. 437; DeHaff v. Aspegren (1916), 161 N. Y. Supp. 53; Weiss v. Meyer (1916), 95 Misc. 145, 159 N. Y. Supp. 211; Dressler Beard Mfg. Co. v. Winter Garden Co. (1916), 158 N. Y. Supp. 875; Federal Terra Cotta Co. v. Patterton Bros. (1916), 159 N. Y. Supp. 121; Michlowitz v. Krenik (1918), 170 N. Y. Supp. 923; Riegel

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Sack Co. v. Tidewater Cement Co. (1916), 158 N. Y. Supp. 954; Velleman v. Sidney Blementhal Co. (1916), 158 N. Y. Supp. 393; Weinberg v. Gash (1916), 94 Misc. Rep. 203, 158 N. Y. Supp. 179; Schaffer v. Vandewater Co. (1914), 160 App. Div. 803, 145 N. Y. Supp. 769; Peck Bros. & Co. v. Barman Plumbing, Heating & Contracting Co. (1918), 170 N. Y. Supp. 664; Geo. Lenders & Co. v. Fahlberg Saccharine Works (1914), 150 N Y. Supp. 635; Schiff v. Winton Motor Car Co. (1915), 153 N. Y. Supp. 961.

Pennsylvania.— Warner Gear Co. v. Bergdoll (1916), 253 Pa. 164, 97 Atl. 1085.

Rhode Island. — National Cash Register Co. v. Brainson (1915), 93 Atl. 645.

Wisconsin.— Gehl v. Peycke Bros. Commission Co. (1914), 158 Wis. 494, 149 N. W. 275.

United States.—Hirsch v. Georgia Iron & Coal Co. (1909) (Ohio), 169 Fed. 578, 95 C. C. A. 76; Pennsylvania Sugar Co. v. Czarnikow-Rionda Co. (1917), 158 C. C. A. 201, 245 Fed. 913; Weir v. Lang (1918) (U. S. C. C. A., N. Y.), 252 Fed. 575.

Section 44.—(Delivery of Wrong Quantity.)—(1) Where the seller delivers to the buyer a quantity of goods less than he contracted to sell, the buyer may reject them, but if the buyer accepts or retains the goods so delivered, knowing that the seller is not going to perform the contract in full, he must pay for them at the contract rate. If, however, the buyer has used or disposed of the goods delivered before he knows that the seller is not going to perform his contract in full, the buyer shall not be liable for more than the fair value to him of the goods so received.

(2) Where the seller delivers to the buyer a quantity of goods larger than he contracted to sell, the buyer may accept the goods included in the contract and reject the rest, or he may reject the whole. If the buyer accepts the whole of the goods so delivered he must pay for them at the contract rate.

(3) Where the seller delivers to the buyer the goods he contracted to sell mixed with goods of a different description not included in the contract, the buyer may accept the goods which are in accordance with the contract and reject the rest, or he may reject the whole.

(4) The provisions of this section are subject to any usage of trade, special agreement, or course of dealing between the parties.

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Arizona.— Boyd v. Second Hand Supply Co. (1912), 14 Ariz. 36, 123 Pac. 619.

Massachusetts.— Rock Glen Salt Co. v. Segal (1917), 118 N. E. 239.

New York.— Bloom v. Arthur Walker & Co. (1918), 175 N. Y. Supp. 150; Doxey v. Coates, Bennett & Reidenbach (1918), 168 N. Y. Supp. 76; Pancoast v. Industrial Glass Co. (1911), 148 App. Div. 473, 132 N. Y. Supp. 821; Seaboard Brick Co. v. Bonacci (1912), 153 App. Div. 43, 137 N. Y. Supp. 1026; Hall v. New Hartford Canning Co. (1912), 153 App. Div. 562, 138 N. Y. Supp. 866; Kroshman v. Crawford-Plummer Co. (1914), 150 N. Y. Supp. 886; Galland v. Kass (1915), 152 N. Y. Supp. 1074.

Ohio.— List & Son Co. v. Chase (1909), 80 Ohio St. 42, 88 N. E. 120.

United States.— Snyder v. Rosenbaum (1909), 215 U. S. 261, 30 Sup. Ct. Rep. 73, 54 Law Ed. 186; Munroe v. Trenton Oil Cloth & Linoleum Co. (1913) (N. Y.), 206 Fed. 456, 124 C. C. A. 362.

Section 45.—(Delivery in Instalments.)—(1) Unless otherwise agreed, the buyer of goods is not bound to accept delivery, thereof by instalments.

(2) Where there is a contract to sell goods to be delivered by stated instalments, which are to be separately paid for, and the seller makes defective deliveries in respect of one or more instalments, or the buyer neglects or refuses to take delivery of or any for one or more instalments, it depends in each case on the terms of the contract and the circumstances of the case, whether the breach of contract is so material as to justify the injured party in refusing to proceed further and suing for damages for breach of the entire contract, or whether the breach is severable, giving rise to a claim for compensation, but not to a right to treat the whole contract as broken.

Connecticut.— Home Pattern Co. v. Mertz Co. (1914), 88 Conn. 22.

Massachusetts.—Cumberland Glass Mfg. Co. v. Wheaton (1911), 208 Mass. 425, 94 N. E. 803; Haynes v. Temple (1908), 198 Mass. 372; Craig v. Lane (1912), 212 Mass. 195, 98 N. E. 685; Bullard v. Eames (1914), 106 N. E. 584.

New York.— Thos. Gordon Matting Co. v. Bartels Brewing Co. (1912), 206 N. Y. 528, 100 N. E. 461; Marrone v. Engel (1918 171 N. Y. Supp. 47; Hoffman Bros. Produce Co. v. I. V. Horn Co. (1916), 158 N. Y. Supp. 401; Hadfield v. Calter (1918), 103 Misc. Rep. 474, 170 N. Y. Supp. 643; McDowell v. Starobin Electrical Supply Co. (1919), 176 N. Y. Supp. 118; R. & R. Handkerchief Co. v. Dix (1919), 176 N. Y. Supp. 36; Columbia Wax Products Co. v. Indian Refining Co. (1918), 184 App. Div.

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250, 170 N. Y. Supp. 820; Rudolf Saenger Co. v. Giant Silk Manufacturers (1918), 170 N. Y. Supp. 390; De Vivo v. Gallerani (1919), 174 N. Y. Supp. 13; Helgar Corp. v. Warner's Features (1918), 222 N. Y. 449, 119 N. E. 113; Interboro Brewing Co. v. Independent C. Ice Co. (1915), 93 Misc. 24, 156 N. Y. Supp. 410.

Ohio.— Petersburg Fire Brick & Tile Co. v. Am. Clay Mach. Co. (1914) (Ohio), 106 N. E. 33.

Pennsylvania.— Poland Coal Co. v. Rogers (1918), 260 Pa. 118, 103 Atl. 559.

United States. — Alwart Bros. Coal Co. v. Royal Colliery Co. (1916), 148 C. C. A. 36, 234 Fed. 20.

Section 46.—(Delivery to a Carrier on Behalf of the Buyer.) —(1) Where, in pursuance of a contract to sell or a sale, the seller is authorized or required to send the goods to the buyer, delivery of the goods to a carrier, whether named by the buyer or not, for the purpose of transmission to the buyer is deemed to be a delivery of the goods to the buyer, except in the cases provided for in section 19, Rule 5, or unless a contrary intent appears.

(2) Unless otherwise authorized by the buyer, the seller must make such contract with the carrier on behalf of the buyer as may be reasonable, having regard to the nature of the goods and the other circumstances of the case. If the seller omit so to do, and the goods are lost or damaged in course of transit, the buyer may decline to treat the delivery to the carrier as a delivery to himself, or may hold the seller responsible in damages.

(3) Unless otherwise agreed, where goods are sent by the seller to the buyer under circumstances in which the seller knows or ought to know that it is usual to insure, the seller must give such notice to the buyer as may enable him to insure them during their transit, and, if the seller fails to do so, the goods shall be deemed to be at his risk during such transit.

Mississippi.— Merchants & Mfg. Bk. of Ellisville v. Philip J. Toomer Lumber Co. (1917), 115 Miss. 647, 76 So. 565.

New York.— Glanzer v. J. K. Armsby Co. (1917), 100 Misc. Rep. 476, 165 N. Y. Supp. 1006; Miller v. Harvey (1918), 116 N. E. 781, 221 N. Y. 54; (1913), 144 N. Y. Supp. 624, 83 Misc. 59; Woodland Lumber & Mfg. Co. v. Barnett (1918), 173 N. Y. Supp. 4.

Massachusetts.—Bay State Paper Co. v. Duggan (1913), 214 Mass. 166, 100 N. E. 1083.

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United States.— United States v. R. P. Andrews & Co. (1907), 207 U. S. 229, 28 Sup. Ct. Rep. 100, 52 Law Ed. 185.

Section 47.—(Right to Examine the Goods.)—(1) Where goods are delivered to the buyer, which he has not previously examined, he is not deemed to have accepted them unless and until he has had a reasonable opportunity of examining them for the purpose of ascertaining whether they are in conformity with the contract.

(2) Unless otherwise agreed, when the seller tenders delivery of goods to the buyer, he is bound, on request, to afford the buyer a reasonable opportunity of examining the goods for the purpose of ascertaining whether they are in conformity with the contract.

(3) Where goods are delivered to a carrier by the seller, in accordance with an order from or agreement with the buyer, upon the terms that the goods shall not be delivered by the carrier to the buyer until he has paid the price, whether such terms are indicated by marking the goods with the words "collect on delivery," or otherwise, the buyer is not entitled to examine the goods before payment of the price in the absence of agreement permitting such examinations.

Connecticut.— Urbansky v. Kutrinsky (1912), 86 Conn. 22, 84 Atl. 317; Bridgeport Hardware Co. v. Bouniol (1915), 93 Atl. 674; Emery Thompson Machine & Supply Co. v. Graves (1916), 98 Atl. 331.

Massachusetts.— Garvan v. N. Y. C. & H. R. R. R. Co. (1911), 210 Mass. 275, 96 N. E. 717; Mosler Safe Co. v. Thore (1914), 217 Mass. 153, 104 N. E. 574.

Minnesota.— J. L. Owens Co. v. O'Keefe (1918), 170 N. W. 204.

New Jersey.— Paul Gerli & Co. v. Mistletoe Silk Mills (1910), 80 N. J. L. 128, 76 Atl. 335.

New York.— Imperial Products Co. v. Capital Chemical Co. (1919), 176 N. Y. Supp. 49; Ford v. Ford Motor Co. (1917), 165 N. Y. Supp. 1001; Strauss v. Chas. H. Herr Dry Goods Co. (1917), 164 N. Y. Supp. 77; Imperial Products Co. v. Capital Chemical Co. (1918), 170 N. Y. Supp. 397; Greef Engineering & Mfg. Co. v. Scourvene Mfg. Co. (1918), 169 N. Y. Supp. 550; Northern Grain Co. v. Wiffler (1915), 158 A. D. 95, 153 N. Y. Supp. 723.

United States.— Phoenix Iron & Steel Co. v. Wilkoff Co. (1918), (U. S. C. C. A., Ohio), 253 Fed. 165; Delaware, L. & W. R. R. Co. v. United States (1913), 231 U. S. 363, 34 Sup. Ct. Rep. 65, 58 Law Ed. 269.

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Wisconsin.— Barta v. Blahnik (1919) (Wis.), 170 N. W. 281; Ft. Wayne Printing Co. v. Hurley-Reilly Co. (1916), 157 N. W. 773.

Section 48.—(What Constitutes Acceptance.)—The buyer is deemed to have accepted the goods when he intimates to the seller that he has accepted them, or when the goods have been delivered to him, and he does any act in relation to them which is inconsistent with the ownership of the seller, or when, after the lapse of a reasonable time, he retains the goods without intimating to the seller that he has rejected them.

Maryland.— Loeblein v. Clements (1917), 130 Md. 627, 101 Atl. 693.

Massachusetts.— Puffer Mfg. Co. v. Krum (1911), 210 Mass. 211; Am. Steam Gauge & Valve Co. v. Mechanics Iron Foundry Co. (1913), 214 Mass. 299, 101 N. E. 376.

Michigan.— Emert v. Nibblink (1914), 179 Mich. 335, 146 N. W. 120; Farmers Handy Wagon Co. v. Newcomb (1916), 159 N. W. 152; Bayer v. Winton Motor Car Co. (1916), 160 N. W. 642.

Minnesota.— Encyclopedia Press, Inc. v. Harris (1918), 167 N. W. 362.

Mississippi.— F. O. Evans Piano Co. v. Tully (1917), 76 So. 833.

New Jersey.— Paul Gerli & Co. v. Mistletoe Silk Mills (1910), 80 N. J. L. 128, 76 Atl. 335; Otis Elevator Co. v. Headley (1911), 81 N. J. L. 173, 80 Atl. 109; Paul Gerld & Co. v. Mistletoe Silk Mills (1912), 83 N. J. L. 7, 84 Atl. 1065; Hayes v. Kluge (1914), 86 N. J. L. 657, 92 Atl. 358; Wurlitzer Mfg. Co. v. United R. & A. Co. (1915), 87 N. J. L. 656.

New York.— Strauss v. Chas. H. Heer Dry Goods Co. (1917), 164 N. Y. Supp. 77; Michlowitz v. Krenik (1918), 170 N. Y. Supp. 923; White v. Schweitzer (1917), 221 N. Y. 461. 117 N. E. 941; Beilman v. Goldstein (1918), 172 N. Y. Supp. 334; Friedman v. Ettenson (1918), 169 N. Y. Supp. 67; L. D. Powell v. Bernstein (1917), 164 N. Y. Supp. 795; Reichenthal v. Glockner (1916), 158 N. Y. Supp. 699; Greenberg v. Atlantic Comb Works (1917), 165 N. Y. Supp. 1004; Mason v. Valentine Souvenir Co. (1918), 168 N. Y. Supp. 159; White v. Schweitzer (1911), 147 App. Div. 544, 132 N. Y. Supp. 644; Silberstein v. Blum (1915), 167 App. Div. 660, 153 N. Y. Supp. 34; Salomon v. Olpin (1915), 154 N. Y. Supp. 204; Stein v. LaPlante (1918), 169 N. Y. Supp. 429.

Pennsylvania.— Hoffman v. Adair (1917), 67 Pa. Super. Ct. 164.

Wisconsin.— Ohio Electric Co. v. Wisconsin-Minnesota Lt. & Power Co. (1915), 155 N. W. 112; J. L. Owens Co. v. Whitcomb (1916), 160 N. W. 161; Ft. Wayne Printing Co. v. Hurley-Reilly Co. (1916), 157 N. W 773; J. B. Bradford Piano Co. v. Beal (1917), 164 N. W. 822.

United States.— Marmet Coal Co. v. People's Coal Co. (1915), 226 Fed. 646.

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Section 49.—(Acceptance Does Not Bar Action for Damages.)—In the absence of express or implied agreement of the parties, acceptance of the goods by the buyer shall not discharge the seller from liability in damages or other legal remedy for breach of any promise or warranty in the contract to sell or the sale. But, if, after acceptance of the goods, the buyer fails to give notice to the seller of the breach of any promise or warranty within a reasonable time after the buyer knows, or ought to know of such breach, the seller shall not be liable therefor.

Maryland.— Louis Eckels & Sons Ice Mfg. Co. v. Cornell Economizer Co. (1912), 119 Md. 107, 86 Atl. 38.

Massachusetts.— Borden v. Fine (1912), 212 Mass. 425, 98 N. E. 1073; Gascoigne v. Cary Brick Co. (1914), 217 Mass. 302, 104 N. E. 734; Trimount Lumber Co. v. Murdough (1918), 229 Mass. 254, 118 N. E. 280.

Michigan.— Wolverine Spice Co. v. Tallas (1914) (Mich.), 148 N. W. 701.

New Jersey.— Hayes v. Kluge (1914), 86 N. J. L. 657, 92 Atl. 358.

New York.— Mason v. Valentine Souvenir Co. (1918), 168 N. Y. Supp. 159; Silberstein v. Blum (1915), 167 App. Div. 660, 153 N. Y. Supp. 34; Salomon v. Olpin (1915), 154 N. Y. Supp. 204; Interboro Brewing Co. v. Independent C. Ice Co. (1915), 93 Misc. 24, 155 N. Y. Supp. 410; Maggiros v. Eoson Bros. (1917), 164 N. Y. Supp. 377; Ferguson v. Netter (1912), 204 N. Y. 505, 98 N. E. 16; Condict v. Onward Const. Co. (1913), 210 N. Y. 88, 103 N. E. 886; Altkrug v. William Whitman Co., Inc. (1919), 173 N Y. Supp. 669; Salsberg v. Spero (1919), 106 Misc. Rep. 436, 175 N. Y. Supp. 839; Stone v. Beim (1919), 176 N. Y. Supp. 25; Kaufman v. Levy (1918), 102 Misc. Rep. 689, 169 N. Y. Supp. 454; Hesse v. Gude Bros. Kieffer Co. (1918), 170 N. Y. Supp. 211; Sempson v. J. I. Case Threshing Mach. Co. (1918), 170 N. Y. Supp. 166; Standard Milling Co. v. DePass (1913), 154 App. Div. 525, 139 N. Y. Supp. 611; Powell v. New England Cotton Yarn Co. (1913). 154 App. Div. 875, 139 N. Y. Supp. 569; Rich v. Minolfi (1913), 157 App. Div. 783, 142 N. Y. Supp. 771; Nelson Co. v. Silver (1913), 145 N. Y. Supp. 124, 160 App. Div. 445; Buffalo Wholesale Hardware Co. v. Hodgeboom (1915), 152 N. Y. Supp. 900; Marx v. Locomobile Co. (1913), 144 N. Y. Supp. 937, 82 Misc. Rep. 468; English Lumber Co. v. Smith (1916), 157 N. Y. Supp. 233; R. Young Bros. Feed Co. v. Seymour (1912), 151 App. Div. 549, 136 N. Y. Supp. 80; Kugelman v. Ritter (1915), 152 N. Y. Supp. 1027; Regina Co. v. Gately Furniture Co. (1915), 154 N. Y. Supp. 888; Penser v. Marsh (1915), 167 N. Y. App. 604; Rothenberg v. Shapiro (1913), 140 N. Y. Supp. 148; Shearer Co., G. B. v. Kakoulis (1913), 144 N. Y. Supp. 1077.

United States.— H. Koehler & Co. v. York Mfg. Co. (1912) (N. Y.), 193 Fed. 981, 133 C. C. A. 601.

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Wisconsin.— Oscar Smith & Sons Co. v. Janesville Batting Mills Co. (1912), 150 Wis. 528, 137 N. W. 966.

Section 50.—(Buyer Is Not Bound to Return Goods Wrongly Delivered.)—Unless otherwise agreed, where goods are delivered to the buyer, and he refuses to accept them, having the right so to do, he is not bound to return them to the seller, but it is sufficient if he notifies the seller that he refuses to accept them.

Section 51.—(Buyer's Liability for Failing to Accept Delivery.)—When the seller is ready and willing to deliver the goods, and requests the buyer to take delivery, and the buyer does not within a reasonable time after such request take delivery of the goods, he is liable to the seller for any loss occasioned by his neglect or refusal to take delivery, and also for a reasonable charge for the care and custody of the goods. If the neglect or refusal of the buyer to take delivery amounts to a repudiation or breach of the entire contract, the seller shall have the right against the goods and on the contract hereinafter provided in favor of the seller when the buyer is in default.

Connecticut.— House Cold Tire Setter Co. v. Ingraham (1910), 83 Conn. 31, 75 Atl. 80.

Massachusetts.—Barrie v. Quinby (1910), 206 Mass. 258, 92 N. E. 451.

New York.— Gourd v. Healy (1912), 206 N. Y. 423 99 N. E. 1099; Wester v. Casein Co. (1912), 206 N. Y. 506, 100 N. E. 488.

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PART IV.

RIGHTS OF UNPAID SELLER AGAINST THE GOODS.

Section 52.—(Definition of Unpaid Seller.)—(1) The seller of goods is deemed to be an unpaid seller within the meaning of this act:

(a) When the whole of the price has not been paid or tendered.

(b) When a bill of exchange or other negotiable instrument has been received as conditional payment, and the condition on which it was received has been broken by reason of the dishonor of the instrument, the insolvency of the buyer, or otherwise.

(2) In this part of this act the term "seller" includes an agent of the seller to whom the bill of lading has been indorsed, or a consignor or agent who has himself paid, or is directly responsible for, the price, or any other person who is in the position of a seller.

New York.—Newman v. United Distillers Co., Inc. (1919), 175 N. Y. Supp. 176.

Section 53.—(Remedies of an Unpaid Seller.)—(1) Subject to the provisions of this act, notwithstanding that the property in the goods may have passed to the buyer, the unpaid seller of goods, as such, has:

(a) A lien on the goods or right to retain them for the price while he is in possession of them;

(b) In case of the insolvency of the buyer, a right of stopping the goods in transit after he has parted with the possession of them;

(c) A right of resale as limited by this act;

(d) A right to rescind the sale as limited by this act.

(2) Where the property in goods has not passed to the buyer, the unpaid seller has, in addition to his other remedies, a right of withholding delivery similar to and coextensive with his rights of lien and stoppage in transitu where the property has passed to the buyer.

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New York.— Northern Grain Co. v. Wiffer (1918), 223 N. Y. 169, 119 N. E. 393; Newman v. United Distillers Co., Inc. (1919), 175 N. Y. Supp. 176; Capuano v. Italian Importing Co. (1915), 151 N. Y. Supp. 994.

Connecticut.— Urbansky v. Kutinsky (1912), 86 Conn. 22, 84 Atl. 317.

UNPAID SELLER'S LIEN.

Section 54.—(When Right of Lien May Be Exercised.)—(1) Subject to the provisions of this act, the unpaid seller of goods who is in possession of them is entitled to retain possession of them until payment or tender of the price in the following cases namely:

(a) Where the goods have been sold without any stipulation as to credit;

(b) Where the goods have been sold on credit, but the term of credit has expired;

(c) Where the buyer becomes insolvent.

(2) The seller may exercise his right of lien notwithstanding that he is in possession of the goods as agent or bailee for the buyer.

Connecticut.— Urbansky v. Kutinsky (1912), 86 Conn. 22, 84 Atl. 317.

Massachusetts.— Norfolk Hardwood Co. v. N. Y. C. & H. R. R. R. Co. (1909), 202 Mass. 160, 88 N. E. 664; Wright v. Frank A. Andrews & Co. (1912), 212 Mass. 186, 98 N. E. 798.

New York.— Rummell v. Blanchard (1915), 216 N. Y. 348, 110 N. E. 765; Newman v. United Distillers, Inc. (1919), 175 N. Y. Supp. 176.

Section 55.—(Lien After Part Delivery.)—Where an unpaid seller has made part delivery of the goods, he may exercise his right of lien on the remainder, unless such part delivery has been made under such circumstances as to show an intent to waive the lien or right of retention.

New York.— Capuano v. Italian Importing Co. (1915), 151 N. Y. Supp. 994.

Section 56.—(When Lien Is Lost.)—(1) The unpaid seller of goods loses his lien thereon:

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(a) When he delivers the goods to a carrier or other bailee for the purpose of transmission to the buyer without reserving the property in the goods or the right to the possession thereof:

(b) When the buyer or his agent lawfully obtains possession of the goods;

(c) By waiver thereof.

(2) The unpaid seller of goods, having a lien thereon, does not lose his lien by reason only that he has obtained judgment or decree for the price of the goods.

Connecticut.— Urbansky v. Kutinsky (1912), 86 Conn. 22, 84 Atl. 317.

New York.— Capuano v. Italian Importing Co. (1915), 151 N. Y. Supp. 994; Rummell v. Blanchard (1915), 153 N. Y. Supp. 159; Northern Grain Co. v. Wiffler (1915), 153 N. Y. Supp. 723.

STOPPAGE IN TRANSITU.

Section 57.—(Seller May Stop Goods on Buyer's Insolvency.)—Subject to the provisions of this act, when the buyer of goods is or becomes insolvent, the unpaid seller who has parted with the possession of the goods has the right of stopping them in transit, that is to say, he may resume possession of the goods at any time while they are in transit, and he will then become entitled to the same rights in regard to the goods as he would have had if he had never parted with the possession.

Arizona.— Boyd v. Second Hand Supply Co. (1912), 14 Ariz. 36, 123 Pac. 619.

Massachusetts.— Coleman v. N. Y., N. H. & H. R. R. Co. (1913), 215 Mass. 45, 102 N. E. 92.

New York.—Gass v. Southern Pacific Co. (1912), 152 App. Div. 412, 137 N. Y. Supp. 261; Northern Grain Co. v. Wiffler (1915), 153 N. Y. Supp. 723.

Section 58.—(When Goods Are in Transit.)—(1) Goods are in transit within the meaning of section 57:

(a) From the time when they are delivered to a carrier by land or water, or other bailee for the purpose of transmission to the buyer, until the buyer, or his agent in that behalf, takes delivery of them from such carrier or other bailee;

(b) If the goods are rejected by the buyer, and the carrier

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or other bailee continues in possession of them, even if the seller has refused to receive them back.

(2) Goods are no longer in transit within the meaning of section 57:

(a) If the buyer, or his agent in that behalf, obtains delivery of the goods before their arrival at the appointed destination;

(b) If, after the arrival of the goods at the appointed destination, the carrier or other bailee acknowledges to the buyer or his agent that he holds on his behalf and continues in possession of them as bailee for the buyer or his agent; and it is immaterial that a further destination for the goods may have been indicated by the buyer;

(c) If the carrier or other bailee wrongfully refuses to deliver the goods to the buyer or his agent in that behalf.

(3) If goods are delivered to a ship chartered by the buyer, it is a question depending on the circumstances of the particular case, whether they are in the possession of the master as a carrier or as agent of the buyer.

(4) If part delivery of the goods has been made to the buyer, or his agent in that behalf, the remainder of the goods may be stopped in transitu, unless such part delivery has been made under such circumstances as to show an agreement with the buyer to give up possession of the whole of the goods.

New York.— Northern Grain Co. v. Wiffler (1915), 153 N. Y. Supp. 723; Rummell v. Blanchard (1915), 216 N. Y. 348, 110 N. E. 765.

Massachusetts. — Norfolk Hardwood Co. v. N. Y. C. & H. R. R. R. Co. (1909), 202 Mass. 160, 88 N. E. 664; Coleman v. N. Y., N. H. & H. R. R. R. Co. (1913), 215 Mass. 45, 102 N E. 92.

Section 59.—(Ways of Exercising the Right to Stop.)—(1) The unpaid seller may exercise his right of stoppage in transitu either by obtaining actual possession of the goods or by giving notice of his claim to the carrier or other bailee in whose possession the goods are. Such notice may be given either to the person in actual possession of the goods or to his principal. In the latter case the notice, to be effectual, must be given at such time and under such circumstances that the principal, by the exercise of reasonable diligence, may prevent a delivery to the buyer.

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(2) When notice of stoppage in transitu is given by the seller to the carrier, or other bailee in possession of the goods, he must redeliver the goods to, or according to the directions of, the seller. The expenses of such delivery must be borne by the seller. If, however, a negotiable document of title representing the goods has been issued by the carrier or other bailee, he shall not be obliged to deliver or justified in delivering the goods to the seller unless such document is first surrendered for cancellation.

New York.—Northern Grain Co. v. Wiffler (1915), 153 N. Y. Supp. 723.

RELEASE BY THE SELLER.

Section 60.—(When and How Resale May Be Made.)—(1) Where the goods are of a perishable nature, or where the seller expressly reserves the right of resale in case the buyer should make default, or where the buyer has been in default in the payment of the price an unreasonable time, an unpaid seller having a right of lien or having stopped the goods in transitu may resell the goods. He shall not thereafter be liable to the original buyer upon the contract to sell or the sale or for any profit made by such resale, but may recover from the buyer damages for any loss occasioned by the breach of the contract or the sale.

(2) Where a resale is made, as authorized in this section, the buyer acquires a good title as against the original buyer.

(3) It is not essential to the validity of a resale that notice of an intention to resell the goods be given by the seller to the original buyer. But where the right to resell is not based on the perishable nature of the goods or upon an express provision of the contract or the sale, the giving or failure to give such notice shall be relevant in any issue involving the question whether the buyer had been in default an unreasonable time before the resale was made.

(4) It is not essential to the validity of a resale that notice of the time and place of such resale should be given by the seller to the original buyer.

(5) The seller is bound to exercise reasonable care and judg-

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ment in making a resale, and subject to this requirement may make a resale either by public or private sale.

Connecticut.— Urbansky v. Kutinsky (1912), 86 Conn. 22, 84 Atl. 317.

Maryland.— Dudley A. Tyng & Co. v. Woodward (1913), 121 Md. 422, 88 Atl. 243; Woodward v. Dudley A. Tyng Co. (1914), 123 Md. 98, 91 Atl. 166.

Massachusetts.— Putman v. Bolster (1914), 218 Mass. 367, 103 N. E. 942.

New York.— Storm v. Rosenthal (1913), 156 App. Div. 544, 141 N. Y. Supp. 339.

Wisconsin.— Hauster v. Marty (1914), 156 Wis. 208, 145 N. W. 775.

RESCISSION BY THE SELLER.

Section 61.—(When and How the Seller May Rescind the Sale.)—(1) An unpaid seller having a right of lien or having stopped the goods in transitu, may rescind the transfer of title and resume the property in the goods, where he expressly reserved the right to do so in case the buyer should make default, or where the buyer has been in default in the payment of the price an unreasonable time. The seller shall not thereafter be liable to the buyer upon the contract to sell or the sale, but may recover from the buyer damages for any loss occasioned by the breach of the contract or the sale.

(2) The transfer of title shall not be held to have been rescinded by an unpaid seller until he has manifested by notice to the buyer or by some other overt act an intention to rescind. It is not necessary that such overt act should be communicated to the buyer, but the giving or failure to give notice to the buyer of the intention to rescind shall be relevant in any issue involving the question whether the buyer had been in default an unreasonable time before the right of rescission was asserted.

Maryland.— Dudley A. Tyng & Co. v. Woodward (1913), 121 Md. 422, 88 Atl. 243.

Massachusetts.—Wright v. Frank A. Andrews Co. (1912), 212 Mass. 186, 98 N. E. 798.

New York.— Ullman v. C. C. Wormer Machinery Co. (1913), 210 N. Y. 41, 103 N. E. 766; Capuano v. Italian Importing Co. (1915), 151 N. Y. Supp. 994.

Wisconsin.— Berry v. Wadhams Oil Co. (1914), 156 Wis. 588, 146 N. W. 783.

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Section 62.—(Effect of Sale of Goods Subject to Lien or Stoppage in Transitu.)—Subject to the provisions of this act, the unpaid seller's right of lien or stoppage in transitu is not affected by any sale, or other disposition of the goods which the buyer may have made, unless the seller has assented thereto.

If, however, a negotiable document of title has been issued for goods, no seller's lien or right of stoppage in transitu shall defeat the right of any purchaser for value in good faith, to whom such document has been negotiated, whether such negotiation be prior or subsequent to the notification to the carrier, or other bailee who issued such document, of the seller's claim to a lien or right of stoppage in transitu.

Connecticut.—Urbansky v. Kutinsky (1912), 86 Conn. 22.
New York.—Northern Grain Co. v. Wiffler (1915), 153 N. Y. Supp. 723; Rummell v. Branchard (1015), 153 N. Y. Supp. 159.

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PART V.

ACTIONS FOR BREACH OF THE CONTRACT.

Remedies of the Seller.

Section 63.—(Actions for the Price.)—(1) Where, under a contract to sell or a sale, the property in the goods has passed to the buyer, and the buyer wrongfully neglects or refuses to pay for the goods according to the terms of the contract or the sale, the seller may maintain an action against him for the price of the goods.

(2) Where, under a contract to sell or a sale, the price is payable on a day certain, irrespective of delivery or of transfer of title, and the buyer wrongfully neglects or refuses to pay such price, the seller may maintain an action for the price, although the property in the goods has not passed, and the goods have not been appropriated to the contract. But it shall be a defense to such an action that the seller at any time before judgment in such action has manifested an inability to perform the contract or the sale on his part or an intention not to perform it.

(3) Although the property in the goods has not passed, if they cannot readily be resold for a reasonable price, and if the provisions of section 64 (4) are not applicable, the seller may offer to deliver the goods to the buyer, and, if the buyer refuses to receive them, may notify the buyer that the goods are thereafter held by the seller as bailee for the buyer. Thereafter the seller may treat the goods as the buyer's and may maintain an action for the price.

Connecticut. — Illustrated Postal Card & Novelty Co. v. Holt (1912), 85 Conn. 140, 81 Atl. 1061; Urbansky v. Kutinsky (1912), 83 Conn. 22, 84 Atl. 317; Home Pattern Co. v. W. W. Mertz Co. (1913), 86 Conn. 494, 86 Atl. 19; United Machinery Co. v. Metzel & Sons (1915), 94 Atl. 356.

Illinois.— Adkins, Young & Allen Co. v. Rhinelander Paper Co. (1917), 199 Ill. App. 347.

Maryland. — Praeger v. Emer.-Brantingham Imp. Co. (1914), 122 Md. 303; Rice v. Dinsmore (1915), 125 Md. 276.

Massachusetts.— Bellows v. McKenzie (1912), 212 Mass. 601; Bur-

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roughs Adding Machine Co. v. Mt. Auburn Cemetery (1914), 217 Mass. 378, 104 N. E. 744; Whitcomb v. Boston Dairy Co. (1914), 218 Mass. 24, 105 N. E. 554.

Minnesota.— J. L. Ownes Co. v. Simbalenks & Raemka (1918), 167 N. W. 276.

New Jersey.— Bartley Co., R. C. v. Lee (1915) (N. J.), 93 Atl. 78.

New York.— Friedner v. Schenck (1917), 163 N. Y. Supp. 150; Mosher Safe Co. v. Brenner (1917), 100 Misc. 107, 165 N. Y. Supp. 336; Gourd v. Healy (1917), 163 N. Y. Supp. 637; Gourd v. Healy (1912), 206 N. Y. 423, 99 N. E. 1099; Crown Electric Illuminating Co. v. Chiariello (1919), 175 N. Y. Supp. 167; Wyllys Co. v. Nixon (1914), 165 App. Div. 373, 150 N. Y. Supp. 944; E. H. Gallagher Trucking Co. v. Hudford Co. of N. Y. (1918), 169 N. Y. Supp. 83; Mahon v. Professional Bag & Suit Case Co. (1918), 170 N. Y. Supp. 1058.

North Dakota.— Skogness v. Seger (1916), 160 N. W. 508.

Wisconsin.— Haueter v. Marty (1914), 156 Wis. 208, 145 N. W. 775; Sanger v. Fuich (1915), 160 Wis. 668.

Section 64. (Action for Damages for Non-Acceptance of the Goods.)—(1) Where the buyer wrongfully neglects or refuses to accept any pay for the goods, the seller may maintain an action against him for damages for non-acceptance.

(2) The measure of damages is the estimated loss directly and naturally resulting, in the ordinary course of events, from the buyer's breach of contract.

(3) Where there is an available market for the goods in question, the measure of damages is, in the absence of special circumstances, showing proximate damage of a greater amount, the difference between the contract price and the market or current price at the time or times when the goods ought to have been accepted, or, if no time was fixed for acceptance, then at the time of the refusal to accept.

(4) If, while labor or expense of material amount are necessary on the part of the seller to enable him to fulfill his obligations under the contract to sell or the sale, the buyer repudiates the contract or the sale, or notifies the seller to proceed no further therewith, the buyer shall be liable to the seller for no greater damages than the seller would have suffered if he did nothing towards carrying out the contract or the sale after receiving notice of the buyer's repudiation or countermand. The profit the seller would have made if the contract or the sale had

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been fully performed shall be considered in estimating such damages.

Connecticut.— Churchill Grain & Seed Co. v. Newton (1914), 89 Atl. 1121; Progressive Smeltering & Metal Corporation v. Ansonia Foundry Co. (1919), 105 Atl. 322; Illustrated Postal Card & Novelty Co. v. Holt (1912), 85 Conn. 140, 81 Atl. 1060; Urbansky v. Kutinsky (1912), 86 Conn. 22, 84 Atl. 317; Home Pattern Co. v. W. W. Mertz Co. (1913), 86 Conn. 494, 86 Atl. 19; United Machinery Co. v. Metzel & Sons (1915), 94 Atl. 356; Jorkomian v. Russell (1916), 97 Atl. 760.

Maryland.— Demeck v. Hendley (1912), 117 Md. 458, 84 Atl. 171; Philip Sheet & Tin Plate Co. v. W. W. Boyer & Co. (1918) (Md.), 105 Atl. 166.

Massachusetts.— Moffatt v. Davitt (1909), 200 Mass. 452, 86 N. E. 929; Hanson & Parker v. Wittenberg (1910), 205 Mass. 319, 91 N E. 383; Barrie v. Quimby (1910), 206 Mass. 258, 92 N. E. 451; Cumberland Glass Mfg. Co. v. Wheaton (1911), 208 Mass. 425, 94 N. E. 803; F. W. Stock & Sons v. Snell (1913), 213 Mass. 449, 100 N. E. 830; Raymond v. Phipps (1913), 215 Mass. 559, 102 N. E. 905; Bullard v. Eames (1914), 106 N. E. 584.

Michigan.— Balcom v. Tribbett (1917), 169 N. W. 261.

New Jersey.—Massman v. Steiger (1910), 79 N. J. L. 442, 75 Atl. 746; Bixler v. Finkle (1913), 85 N. J. L. 77, 88 Atl. 846.

New York.— Thos. Gordon Malting Co. v. Battels Brewing Co. (1912), 206 N. Y. 528, 100 N. E. 461; Stroock Plush Co. v. Talcott (1912), 150 App. Div. 343; Crown Electric Illuminating Co. v. Chiariello (1919), 175 N. Y. Supp. 167; Riegel Sack Co. v. Tidewater Cement Co. (1916), 158 N. Y. Supp. 954; Galland v. Kass (1915), 152 N. Y. Supp. 1074; Storm v. Rosenthal (1913), 156 App. Div. 544, 141 N. Y. Supp. 339; Poel v. Brunswick-Collender-Balke Co. (1913), 159 App. Div. 365, 144 N. Y. Supp. 726; Poppenberg v. R. M. Owen & Co. (1914), 146 N. Y. Supp. 478, 84 Misc. 126; Varley v. Belford (1916), 156 N. Y. Supp. 597; Riegel Sack Co. v. Tidewater Portland Cement Co. (1916), 158 N. Y. Supp. 954, 95 Misc. 202; Young v. Curtis Telephone Co. (1918), 172 N. Y. Supp. 458; Benjamin Harris Co. v. Appelbaum (1918), 172 N. Y. Supp. 709; Mindlin v. Freyberg (1918), 171 N. Y. 250, under Personal Property Law, § 145; Blum v. White Co. (1919), 174 N. Y. Supp. 70.

United States.— Skeele Coal Co. v Arnold (1912) (N. Y.), 200 Fed. 393, 118 C. C. A. 545; Whitcomb v. Shutz (1914) (N. Y.), 215 Fed. 75, 131 C. C. A. 383; Yates v. Whyel Coke Co. (1915) (Ohio), 221 Fed. 602.

Wisconsin.— J. B. Bradford Piano Co. v. Hacker (1916), 156 N. W. 140.

Section 65.—(When Seller May Rescind Contract or Sale.)

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—Where the goods have not been delivered to the buyer, and the buyer has repudiated the contract to sell or sale, or has manifested his inability to perform his obligations thereunder, or has committed a material breach thereof, the seller may totally rescind the contract or the sale by giving notice of his election so to do to the buyer.

Connecticut.— Wetkopsky v. New Haven Gaslight Co. (1916), 90 Conn. 286, 96 Atl. 950.

Maryland.— Sullivan v. Boswell (1914), 122 Md. 539, 89 Atl. 940.

New York.— DeVivo v. Gallerani (1919), 174 N. Y. Supp. 13; Alden Coal Mining Co. v. C. L. Amos Coal Co. (1918), 171 N. Y. Supp. 980; Rubber Trading Co. v. Manhattan Rubber Mfg. Co. (1917), 221 N. Y. 120, 116 N. E. 789; McDowell v. Starobin Electrical Supply Co. (1919), 176 N. Y. Supp. 118; Wolins v. Conrad (1918), 172 N. Y. Supp. 216.

Wisconsin.— Krause v. Reichel (1918), 167 Wis. 360, 167 N. W. 817.

REMEDIES OF THE BUYER.

Section 66.—(Action for Converting or Detaining Goods.) —Where the property in the goods has passed to the buyer and and the seller wrongfully neglects or refuses to deliver the goods, the buyer may maintain any action allowed by law to the owner of goods of similar kind when wrongfully converted or withheld.

Massachusetts.— Brown v. Sallinger (1913), 214 Mass. 245.

New York.—Hetson v. Brolnitsky (1915), 153 N. Y. Supp. 1029.

Section 67.—(Action for Failing to Deliver Goods.)—(1) Where the property in the goods has not passed to the buyer, and the seller wrongfully neglects or refuse sto deliver the goods, the buyer may maintain an action against the seller for damages for non-delivery.

(2) The measure of damages is the loss directly and naturally resulting in the ordinary course of events, from the seller's breach of contract.

(3) Where there is an available market for the goods in question, the measure of damages, in the absence of special circumstances showing proximate damages of a greater amount, is the difference between the contract price and the market or

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current price of the goods at the time or times when they ought to have been delivered, or, if no time was fixed, then at the time of the refusal to deliver.

Arizona.— Arizona Power Co. v. Racine Sattley Co. (1911), 13 Ariz. 283, 114 Pac. 558; Consolidated Nat. Bk. of Tucson v. Giraux (1916), 158 Pac. 451; McFadden v. Shanley (1914), 141 Pac. 732.

Connecticut.— Banks v. Warner (1912), 85 Conn. 613, 84 Atl. 325.

Maryland.— Dudley A. Tyng & Co. v. Woodward (1913), 121 Md. 422, 88 Atl. 243; Sullivan v. Boswell (1914), 122 Md. 539, 89 Atl. 940; Westminster Metal & Foundry Co. v. Coffman (1914), 123 Md. 619, 91 Atl. 716; Davison Chemical Co. of Baltimore County v. Baugh Chemical Co. of Baltimore, Md. (1918), 140 Atl. 404.

Massachusetts.— Brown v. Sallinger (1913), 214 Mass. 245; Ozzola v. Misoline (1917), 225 Mass. 512, 114 N. E. 733; Hanson & Parker v. Wittenberg (1910), 205 Mass. 319, 91 N. E. 383; Chandler Grain & Milling Co. v. Shea (1913), 213 Mass. 398, 100 N. E. 663.

Michigan.— Sauer v. McClintic-Marshall Cons. Co. (1914), 179 Mich. 618, 146 N. W. 422.

New Jersey.— Berg v. Rapid Motor Vehicle Co. (1910), 78 N. J. L. 724, 75 Atl. 933; Gruen v. Geo. A. Ohl & Co. (1911), 81 N. J. L. 626, 80 Atl. 547; Pope v. Ferguson (1912), 82 N. J. L. 566, 83 Atl. 353; Rockwell v. Am. Law Book Co. (1910), 76 Atl. 334; U. S. Commercial Co. v. Joachimstahl (1909), 72 Atl. 46.

New York.— Seaboard Brick Co. v. Bonacci (1912), 153 App. Div. 43, 137 N. Y. Supp. 1026; Rice Co. v. Hoddman-Youmans Mills (1913), 158 App. Div. 309, 143 N. Y. Supp. 249; Salsberg v. Spero (1919), 106 Misc. Rep. 436, 175 N. Y. Supp. 839; Bonelli v. Pisani (1916), 158 N. Y. Supp. 1033; Seldin v. Golden (1916), 161 N. Y. Supp. 261; Lakner v. Korn (1917), 164 N. Y. Supp. 165; Osterweil v. Consolidated Machinery Co. (1917), 165 N. Y. Supp. 366; Mogilensky v. Abramson (1917), 164 N. Y. Supp. 700; Isaacson v. Crean (1917), 165 N. Y. Supp. 218; Goldstein v. Arkell & Douglas (1917), 164 N. Y. Supp. 580; Goldfarb v. Campe Corp. (1917), 164 N. Y. Supp. 583; International Paper Co. v. Rockfeller (1914), 161 App. Div. 180, 146 N. Y. Supp. 371; Langstroth v. Turner Cypress Lumber Co. (1914), 162 App. Div. 818, 148 N. Y. Supp. 224; Jersey City Mach. Co. v. Walter H. Foster Co. (1918), 172 N. Y. 121; Schultz v. Glickstein (1918), 168 N. Y. Supp. 490; Samuel Quint Co. v. Goodman (1918), 168 N. Y. Supp. 638; Hencken & Willenbrock Co. v. Rosenwasser Bros. (1918), 168 N. Y. Supp. 1097; Cramer v. Grand Rapids Show Case Co. (1918), 223 N. Y. 63, 119 N. E. 227; Goldman v. Gartner Ribbon Co. (1919), 175 N. Y. Supp. 795; Fowler v. Gress Mfg. Co. (1916), 158 N. Y. Supp. 524, 94 Misc. 650.

Pennsylvania.— Thomas Ruby v. Ward-Meeham Co. (1918), 104 Atl. 750; Hauptman v. Pa. Working Home for Blind Men of the City of Philadelphia (1917) (Pa.), 102 Atl.

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142; N. P. Sloan Corp. v. Linton (1918) (Pa.), 103 Atl. 1011.

Rhode Island.—Rhode Island Malleable Works v. O. K. Nut Lock Co. (1918), 103 Atl. 1036.

United States.—H. Kohler & Co. v. York Mfg. Co. (1912) (N. Y.), 193 Fed. 981, 113 C. C. A. 601; Tri-Bullion Smelting & Development Co. v. Jacobsen (1916), 233 Fed. 646; N. Y. & Ph. Coal & Coke Co. v. Meyersdale Coal Co. (1918), 149 C. C. A. 588, 236 Fed. 536; Sterling Coal Co. v. Silver Spring Bleaching & S. Co. (1908) (C. C. A., R. I.), 162 Fed. 848; Kaye v. Eddystone Ammunition Corp. (1918) (U. S. D. C., Pa.), 250 Fed. 654.

Wisconsin.—Pope Metals Co. v. Sadek (1912), 149 Wis. 394, 135 N. W. 85; Birdsong & Co. v. Marty (1916), 158 N. W. 289.

Section 68.—(Specific Performance.)—Where the seller has broken a contract to deliver specific or ascertained goods, a court having the powers of a court of equity may, if it thinks fit, on the application of the buyer, by its judgment or decree direct that the contract shall be performed specifically, without giving the seller the option of retaining the goods on payment of damages. The judgment or decree may be unconditional, or upon such terms and conditions as to damages, payment of the price and otherwise, as to the court may seem just.

New York.—Halstead v. Schnitzpahn (1915), 152 N. Y. Supp. 561.

Section 69.—(Remedies for Breach of Warranty.)—(1) Where there is a breach of warranty by the seller, the buyer may, at his election:

(a) Accept or keep the goods and set up against the seller, the breach of warranty by way of recoupment in diminution or extinction of the price;

(b) Accept or keep the goods and maintain an action against the seller for damages for the breach of warranty;

(c) Refuse to accept the goods, if the property therein has not passed, and maintain an action against the seller for damages for the breach of warranty;

(d) Rescind the contract to sell or the sale and refuse to receive the goods, or if the goods have already been received, return them or offer to return them to the seller and recover the price or any part thereof which has been paid.

(2) When the buyer has claimed and been granted a remedy

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in any one of these ways, no other remedy can thereafter be granted.

(3) Where the goods have been delivered to the buyer, he cannot rescind the sale if he knew of the breach of warranty when he accepted the goods, or if he fails to notify the seller within a reasonable time of the election to rescind, or if he fails to return or to offer to return the goods to the seller in substantially as good condition as they were in at the time the property was transferred to the buyer. But if deterioriation or injury of the goods is due to the breach of warranty, such deterioration or injury shall not prevent the buyer from returning or offering to return the goods to the seller and rescinding the sale.

(4) Where the buyer is entitled to rescind the sale and elects to do so, the buyer shall cease to be liable for the price upon returning or offering to return the goods. If the price or any part thereof has already been paid, the seller shall be liable to repay so much thereof as has been paid, concurrently with the return of the goods, or immediately after an offer to return the goods in exchange for repayment of the price.

(5) Where the buyer is entitled to rescind the sale and elects to do so, if the seller refuses to accept an offer of the buyer to return the goods, the buyer shall thereafter be deemed to hold the goods as bailee for the seller, but subject to a lien to secure the repayment of any portion of the price which has been paid, and with the remedies for the enforcement of such lien allowed to an unpaid seller by section 53.

(6) The measure of damages for breach of warranty is the loss directly and naturally resulting, in the ordinary course of events, from the breach of warranty.

(7) In the case of breach of warranty of quality, such loss, in the absence of special circumstances showing proximate damage of a greater amount, is the difference between the value of the goods at the time of delivery to the buyer and the value they would have had if they had answered to the warranty.

Connecticut.— Kornblau v. McDermitt (1916), 90 Conn. 624, 98 Atl. 587; Woodbridge Ice Co. v. Ice Cream Corp. (1909), 81 Conn. 479, 71 Atl. 577; Coast Central Milling Co. v. Russell Lumber Co. (1914), 89 Atl. 898.

Illinois.— H. D. Smith & Co. v. Aurora Automatic Machinery Co.

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(1917), 201 Ill. App. 606; Smith v. Whitham (1917), 204 Ill. App. 110.

Maryland.— Enterprise Mfg. Co. v. Oppenheim, Obendorf & Co. (1911), 114 Md. 368, 79 Atl. 1007; White Auto Co. v. Dorsey (1913), 119 Md. 251, 86 Atl. 617; Greer v. Whalen (1915), 125 Md. 273, 93 Atl. 521; Impervious Products Co. v. Gray (1915), 127 Md. 64, 96 Atl. 1; Ady v. Jenkins (1918) (Md.), 104 Atl. 178.

Massachusetts.— Craig v. Lane (1912), 212 Mass. 195, 98 N. E. 685; Puffer Mfg. Co. v. Krum (1911), 210 Mass. 211; Collins v. Skillings (1916), 224 Mass. 275, 112 N. E. 938, under St. 1908, c. 237, § 69, subd. 3; Collins v. Skillings (1916), 112 N. E. 938.

Michigan.— Bayer v. Winton Motor Car Co. (1916), 160 N. W. 642; Patterson v. Gore (1913), 177 Mich. 591, 143 N. W. 643; American Varnish Co. v. Globe Furniture Co. (1918), 165 N. W. 1050.

Minnesota.— Dicudonni v. Arco Co. (1918), 139 Minn. 441, 166 N. W. 1067; Przyblyski v. Pellewski (1918), 169 N. W. 707.

Mississippi. — D. Rosenbaum's Sons v. Davis & Andrews Co. (1916), 71 So. 388.

New Jersey.— Erwin v. Detwiler (1907), 75 N. J. L. 420, 67 Atl. 932; Lissberger v. Kellogg (1909), 78 N. J. L. 85, 73 Atl. 67; Gerli & Co. v. Mistletoe Silk Mills (1910), 80 N. J. L. 128, 76 Atl. 335; Brown v. Nevins (1913), 84 N. J. L. 215, 86 Atl. 938; Freider v. Rosen (1914), 14[illegible] N. J. L. 442.

New York.— Wilford Hall Laboratories v. Schoenfield (1918), 169 N. Y. Supp. 912; Penser v. Marsh (1915), 167 App. Div. 604; Kaufman v. Levy (1918), 102 Misc. Rep. 689, 169 N. Y. Supp. 454; Altkrug v. William Whitman Co., Inc. (1919), 173 N. Y. Supp. 669; Penser v. Marsh (1916), 218 N. Y. 505, 113 N. E. 494; Sorgen v. Jaffem (1918), 172 N. Y. Supp. 369; Salomon v. Olpin (1915), 154 N. Y. Supp. 204; Greenberg v. Atlantic Comb Works (1917), 165 N. Y. Supp. 1004; Reichenthal v. Glockner (1916), 158 N. Y. Supp. 699; Fowler v. Gress Mfg. Co. (1916), 158 N. Y. Supp. 524; Godfrey Keeler Co. v. Tarrytown Hygenia Ice Co. (1918), 182 N. Y. Supp. 179; Grabe Automatic Washer Co., Inc. v. Thorn (1919), 173 N. Y. Supp. 479; Opler Bros. v. Ceylon Cocoa & Coffee Co. (1918), 175 N. Y. Supp. 829; Metropolis Woolen Co. v. Nemcof (1919), 174 N. Y. Supp. 649; Tenenbaum v. Cohen (1917), 165 N. Y. Supp. 825; Seligman v. Underwriters' Salvage Co. (1916), 158 N. Y. Supp. 874; Sire v. Wasserman (1917), 164 N. Y. Supp. 826; Levy v. Chonavitz (1917), 163 N. Y. Supp. 658; Posner v. Fink (1917), 163 N. Y. Supp. 1082; Glauzer v. J. K. Armsby (1918), 170 N. Y. Supp. 1055; Meyer v. Rotenberg (1918), 168 N. Y. Supp. 630; Clarke v. Schmidt (1914), 210 N. Y. 211, 104 N. E. 613; Moran v. Standard Oil Co. (1914), 211 N. Y. 187, 105 N. E. 217; Stratton v. Spaeth (1911), 146 App. Div. 461, 131 N. Y. Supp. 333; Scholpf v. Bender (1911), 147 App. Div. 894, 131 N. Y. Supp. 875; Morse v. Canaswacta Knitting Co. (1912), 154 App. Div. 351, 139 N. Y. Supp. 634; Powell v. New England Cotton Yarn Co. (1913), 154 App. Div. 875, 139 N. Y. Supp. 569; Coble v. Potter (1913), 155

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App. Div. 716, 140 N. Y. Supp. 855; Sturges & Burns Mfg. Co. v. Am. Separator Co. (1913), 158 App. Div. 63, 142 N. Y. Supp. 697; Interboro Brewing Co. v. Independent Consumers Ice Co. (1913), 144 N. Y. Supp. 820, 83 Misc. 119; Marx v. Locomobile Co. (1913), 144 N. Y. Supp. 937, 82 Misc. 468; Shearer Co., G. B. v. Kakoulis (1913), 144 N. Y. Supp. 1077; Cruver Mfg. Co. v. Spooner (1911), 147 App. Div. 471, 131 N. Y. Supp. 866; Miller v. Zander (1914), 147 N. Y. Supp. 479, 85 Misc. 499; Smith v. Hedges (1915), 152 N. Y. Supp. 95; Silberstein v. Blum (1915), 153 N. Y. Supp. 34; Penser v. Marsh (1915), 153 N. Y. Supp. 381, 167 App. Div. 604; Kennedy & Sons v. Perkins & Squire Co. (1915), 154 N. Y. Supp. 101; Levy v. Deltra & Co. (1915), 154 N. Y. Supp. 176; Regina Co. v. Gately Furniture Co. (1915), 154 N. Y. Supp. 888; Shimel v. Williams Oven Mfg. Co. (1916), 93 Misc. 174, 154 N. Y. Supp. 1060; Schendler v. Sperling (1915), 155 N. Y. Supp. 348; Buffalo Wholesale Hardware Co. v. Hodgeboom (1915), 152 N. Y. Supp. 900; Smith v. Hedges (1915), 155 N. Y. Supp. 934.

North Dakota.— Hagen v. Gresby (1916), 159 N. Y. 2.

Ohio. — Lewistown Foundry & Machine Co. v. Hartford Stone Co. (1915), 110 N. E. 515; Marmet Coal Co. v. People's Coal Co. (1915), 2[illegible] Fed. 646; Boviard & Seyfang Mfg. Co. v. Maitland (1915), 110 N. E. 749.

Rhode Island.—Descalzi Fruit Co. v. Wm. S. Sweet & Son (1910), 30 R. I. 320, 75 Atl. 308.

United States.—Independent Harvester Co. v. Tinsman (1918) (U. S. C. C. A., Ill.), 253 Fed. 935; Norwood Paper Co. v. Columbia Paper Bag Co. (1911) (Md.), 185 Fed. 454, 107 C. C. A. 524.

Utah.—Summers v. Prood Foundry & Machine Co. (1919), 178 Pac. 916.

Wisconsin.— Kelsey v. J. W. Rengrose Net Co. (1913), 152 Wis. 499, 140 N. W. 66.

Section 70.—(Interest and Special Damages.)—Nothing in this act shall affect the right of the buyer or the seller to recover interest or special damages in any case where by law interest or special damages may be recoverable, or to recover money paid where the consideration for the payment of it has failed.

Michigan. — Glann v. White (1914), 181 Mich. 320, 148 N. W. 210.

New York.— Deacon v. Horn & Co. (1915), 152 N. Y. Supp. 1073.

Wisconsin.— Burstein v. Phillips (1913), 154 Wis. 591, 143 N. W. 679.

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PART VI.

INTERPRETATION.

Section 71.—(Variation of Implied Obligations.)—Where any right, duty or liability would arise under a contract to sell or a sale by implication of law, it may be negatived or varied by express agreement or by the course of dealing between the parties, or by custom, if the custom be such as to bind both parties to the contract or the sale.

Section 72.—(Rights May Be Enforced by Action.)—Where any right, duty or liability is declared by this act, it may, unless otherwise by this act provided, be enforced by action.

Section 73.—(Rule for Cases not Provided for by this Act.)—In any case not provided for in this act, the rules of law and equity, including the law merchant, and in particular the rules relating to the law of principal and agent and to the effect of fraud, misrepresentation, duress or coercion, mistake, bankruptcy, or other invalidating cause, shall continue to apply to contracts to sell and to sales of goods.

Illinois.— Bixley v. Henson (1916), 197 Ill. App. 101.

Massachusetts.— Donovan v. Clifford (1917), 114 N. E. 681; Phinney v. Friedman (1916), 113 N. E. 285.

Mississippi.— Watson v. Herman (1918), 79 So. 92.

Missouri.— Loose v. Larson (1916), 161 Pac. 514.

North Dakota.— Elliott Supply Co. v. Gwen (1917), 160 N. W. 1002.

Section 74.—(Interpretation Shall Give Effect to Purpose of Uniformity.)—This act shall be so interpreted and construed, as to effectuate its general purpose to make uniform the laws of those states which enact it.

Section 75.—(Provisions Not Applicable to Mortgages.)—The provisions of this act relating to contracts to sell and to sales do not apply, unless, so stated, to any transaction in the form of a contract to sell or a sale which is intended to operate by way of mortgage, pledge, charge, or other security.

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Section 76.—(Definitions.)—(1) In this act, unless the context or subject matter otherwise requires:

"Action" includes counterclaim, set-off and suit in equity.

"Buyer" means a person who buys or agrees to buy goods of any legal successor in interest of such person.

"Defendant" includes a plaintiff against whom a right of set-off or counterclaim is asserted.

"Delivery" means voluntary transfer of possession from one person to another.

"Divisible contract to sell or sale" means a contract to sell or a sale in which by its terms the price for a portion or portions of the goods less than the whole is fixed or ascertainable by computation.

"Document of title to goods" includes any bill of lading, dock warrant, warehouse receipt or order for the delivery of goods, or any other document used in the ordinary course of business in the sale or transfer of goods, as proof of the possession or control of the goods, or authorizing or purporting to authorize the possessor of the document to transfer or receive, either by indorsement or by delivery, goods represented by such document.

"Fault" means wrongful act or default.

"Fungible goods" means goods of which any unit is from its nature or by mercantile usage treated as the equivalent of any other unit.

"Future goods" means goods to be manufactured or acquired by the seller after the making of the contract of sale.

"Goods" include all chattels personal other than things in action and money. The term includes emblements, industrial growing crops, and things attached to or forming part of the land which are agreed to be served before sale or under the contract of sale.

"Order" in sections of this act relating to documents of title means an order by indorsement on the document.

"Person" includes a corporation or partnership or two or more persons having a joint or common interest.

"Plaintiff" includes defendant asserting a right of set-off or counterclaim.

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"Property" means the general property in goods, and not merely a special property.

"Purchaser" includes mortgagee and pledgee.

"Purchases" includes taking as a mortgagee or as a pledge.

"Quantity of goods" includes their state or condition.

"Sale" includes a bargain and sale as well as a sale and delivery.

"Seller" means a person who sells or agrees to sell goods, or any legal successor in the interest of such person.

"Specific goods" means goods identified and agreed upon at the time a contract to sell or a sale is made.

"Value" is any consideration sufficient to support a simple contract. An antecedent or pre-existing claim, whether for money or not, constitutes value where goods or documents or titles are taken either in satisfaction thereof or as security therefor.

(2) A thing is done "in good faith" within the meaning of this act when it is in fact done honestly, whether it be done negligently or not.

(3) A person is insolvent within the meaning of this act who either has ceased to pay his debts in the ordinary course of business or cannot pay his debts as they become due, whether he has committed an act of bankruptcy or not, and whether he is insolvent within the meaning of the federal bankruptcy law or not.

(4) Goods are in a "deliverable state" within the meaning of this act when they are in such a state that the buyer would, under the contract, be bound to take delivery of them.

Arizona.—Boyd v. Second Hand Supply Co. (1912), 14 Ariz. 36, 123 Pac. 619.

Connecticut.—Wetkopsky v. New Haven Gas Light Co. (1913), 88 Conn. 1, 90 Atl. 30; Merrill v. Hodson (1914), 91 Atl. 533.

Maryland.—Willard v. Higdon (1913), 123 Md. 447.

Massachusetts.—Coleman v. N. Y., N. H. & H. R. R. Co. (1913), 215 Mass. 45, 102 N. E. 92.

New Jersey.—Wooley v. Crescent Auto Co. (1912), 83 N. J. L. 244, "Value" and "Good Faith."

Section 76a.—(Act Does Not Apply to Existing Sales or Contracts to Sell.)—None of the provisions of this act shall

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apply to any sale, or to any contract to sell, made prior to the taking effect of this act.

New York.—Acme Glass Co. v. Woods-Lloyd Co. (1918), 170 N. Y. Supp. 448; Buffalo Wholesale Hardware Co. v. Hodgeboom (1915), 152 N. Y. Supp. 900.

Section 76b.—(No Repeal of Uniform Warehouse Receipt Act or Uniform Bills of Lading Act.)—Nothing in this act or in any repealing clause thereof shall be construed to repeal or limit any of the provisions of the Act to Make Uniform the Law of Warehouse Receipts, or of the Act to Make Uniform the Laws of Bills of Lading.

Section 77.—(Inconsistent Legislation Repealed.)—All acts or parts of acts inconsistent with this act are hereby repealed except as provided in section 76b.

Section 78.—Time When the Act Takes Effect.)—This act shall take effect on the ..... day of ..... one thousand nine hundred and .....

Section 79.—(Name of Act.)—This act may be cited as the Uniform Sales Act.

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UNIFORM WAREHOUSE RECEIPTS ACT

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UNIFORM WAREHOUSE RECEIPTS ACT

The draft of the Uniform Act concerning warehouse receipts was formulated by Mr. Samuel Williston and Mr. Barry Mohun of the Washington City Bar, who were professionally employed by the Commissioners for that purpose. It was then critically considered by the American Warehousemen's Association and by a committee of the American Bankers Association and was after diligent experiment and revision approved by the Commissioners in final form in 1906 and was adopted in 1907 by Connecticut, Illinois, Iowa, Massachusetts, New Jersey and New York. There are at present forty-two states in which the Warehouse Receipts Act is now part of the statute law. These are: Alabama, 1915; Arkansas, 1915; California, 1909; Colorado, 1911; Connecticut, 1907; Delaware, 1917; Florida, 1917; Idaho, 1915; Illinois, 1907; Iowa, 1907; Kansas, 1909; Louisiana, 1908; Maine, 1917; Maryland, 1910; Massachusetts, 1907; Michigan, 1909; Minnesota, 1913; Mississippi, 1913; Montana, 1917; Nebraska, 1909; Nevada, 1913; New Jersey, 1907; New Mexico, 1909; New York, 1907; North Carolina, 1917; North Dakota, 1917; Ohio, 1908; Oregon, 1913; Pennsylvania, 1909; Rhode Island, 1908; South Dakota, 1913; Tennessee, 1909; Utah, 1911; Vermont, 1912; Virginia, 1908; Washington, 1913; West Virginia, 1917; Wisconsin, 1909; Wyoming, 1917; Alaska, 1913; District of Columbia, 1910; Philippine Islands, 1912.

The only jurisdictions which have not yet adopted the Uniform Warehouse Receipts Act are Arizona, Georgia, Indiana, Kentucky, Missouri, New Hampshire, Oklahoma, Porto Rico, South Carolina, Texas and Hawaii.

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	General Acts 1915.	Session Laws 1913.	Digest of Sts. 1916	Gen. Laws 1915.	Mills Ann. St. 1912.	Gen. Sts. 1918.	Laws 1917, ch. 221, p. 697.	
Uniform Act Sec. No.	1915 Ala.	1913 Alaska	1915 Ark.	1909 Cal.	1911 Colo.	1907 Conn.	1917 Delaware.	
1	1	1	9957	1	7763	4553	2633	§13
2	2	2	9958	2	7764	4554	2634	§14
3	3	3	9959	3	7765	4555	2635	§15
4	4	4	9960	4	7766	4556	2636	§16
5	5	5	9961	5	7767	4557	2637	§17
6	6	6	9962	6	7768	4558	2637A	§17A
7	7	7	9963	7	7769	4559	2637B	§17B
8	8	8	9964	8	7770	4560	2637C	§17C
9	9	9	9965	9	7771	4561	2637D	§17D
10	10	10	9966	10	7772	4562	2637E	§17E
11	11	11	9967	11	7773	4563	2637F	§17F
12	12	12	9968	12	7774	4564	2637G	§17G
13	13	13	9969	13	7775	4565	2637H	§17H
14	14	14	9970	14	7776	4566	2637I	§17I
15	15	15	9971	15	7777	4567	2637J	§17J
16	16	16	9972	16	7778	4568	2637K	§17K
17	17	17	9973	17	7779	4569	2637L	§17L
18	18	18	9974	18	7780	4570	2637M	§17M
19	19	19	9975	19	7781	4571	2637N	§17N
20	20	20	9976	20	7782	4572	2637O	§17O
21	21	21	9977	21	7783	4573	2637P	§17P
22	22	22	9978	22	7784	4574	2637Q	§17Q
23	23	23	9979	23	7785	4575	2637R	§17R
24	24	24	9980	24	7786	4576	2637S	§17S
25	25	25	9981	25	7787	4577	2637T	§17T
26	26	26	9982	26	7788	4578	2637U	§17U
27	27	27	9983	27	7789	4579	2637V	§17V
28	28	28	9984	28	7790	4580	2637W	§17W
29	29	29	9985	29	7791	4581	2637X	§17X
30	30	30	9986	30	7792	4582	2637Y	§17Y
31	31	31	9987	31	7793	4583	2637Z	§17Z
32	32	32	9988	32	7794	4584	2637AA	§17AA
33	33	33	9989	33	7795	4585	2637BB	§17BB
34	34	34	9990	34	7796	4586	2637CC	§17CC
35	35	35	9991	35	7797	4587	2637DD	§17DD
36	36	36	9992	36	7798	4588	2637EE	§17EE
37	37	37	9993	37	7799	4589	2637FF	§17FF
38	38	38	9994	38	7800	4590	2637GG	§17GG
39	39	39	9995	39	7801	4591	2637HH	§17HH
40	40	40	9996	40	7802	4592	2637II	§17II
41	41	41	9997	41	7803	4593	2637JJ	§17JJ
42	42	42	9998	42	7804	4594	2637KK	§17KK
43	43	43	9999	43	7805	4595	2637LL	§17LL
44	44	44	10000	44	7806	4596	2637MM	§17MM
45	45	45	10001	45	7807	4597	2637NN	§17NN
46	46	46	10002	46	7808	4589	2637OO	§17OO
47	47	47	10003	47	7809	4599	2637PP	§17PP
48	48	48	10004	48	7810	4600	2637QQ	§17QQ
49	49	49	10005	49	7811	4601	2637RR	§17RR

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	General Acts 1915.	Session Laws 1913.	Digest of Sts. 1916.	Gen. Laws 1915.	Mills Ann. St. 1912.	Gen. Sts. 1918.	Laws 1917, ch. 221, p. 697.	
Uniform Act Sec. No.	1915 Ala.	1813 Alaska	1915 Ark.	1909 Cal.	1911 Colo.	1907 Conn.	1917 Delaware.	
50	50	50	10006	50	7812	4602	2637SS	§17SS
51	51	51	10007	51	7813	4603	2637TT	§17TT
52	52	52	10008	52	7814	4604	2637UU	§17UU
53	53	53	10009	53	7815	4605	2637VV	§17VV
54	54	54	10010	54	7816	4606	2637WW	§17WW
55	55	55	10011	55	7817	4607	2637XX	§17XX
56	56	56	10012	56	7818	4608	2637YY	§17YY
57	57	57	10013	57	7819	4609	2637ZZ	.....
58	58	58	10014	58	7820	4610	2637AAA	§17AAA
59	59	59	....	59	7821	4611	2637BBB	§17BBB
60	60	60	....	60	....	....	.....	.....
61	..	61	....	..	....	....	2637CCC	§17CCC
62	61	62	....	61	....	4612	2637DDD	§17DDD

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	Code D. C. 1911, Appendix	Laws of Fla. 1917	Laws 1915	Ill. Sts. 1907	Code 1913 Supp.	Gen. Sts. 1915
Uniform Act Sec. No.	1910 D. C.	1917 Fla.	1915 Idaho	1907 Illinois.	1907 Iowa.	1909 Kansas.
1	1	1	1	9000 §1	3138A1	4415
2	2	2	2	9001 §2	3138A2	4416
3	3	3	3	9002 §3	3138A3	4417
4	4	4	4	9003 §4	3138A4	4418
5	5	5	5	9004 §5	3138A5	4419
6	6	6	6	9005 §6	3138A6	4420
7	7	7	7	9006 §7	3138A7	4421
8	8	8	8	9007 §8	3138A8	4422
9	9	9	9	9008 §9	3138A9	4423
10	10	10	10	9009 §10	3138A10	4424
11	11	11	11	9010 §11	3138A11	4425
12	12	12	12	9011 §12	3138A12	4426
13	13	13	13	9012 §13	3138A13	4427
14	14	14	14	9013 §14	3138A14	4428
15	15	15	15	9014 §15	3138A15	4429
16	16	16	16	9015 §16	3138A16	4430
17	17	17	17	9016 §17	3138A17	4431
18	18	18	18	9017 §18	3138A18	4432
19	19	19	19	9018 §19	3138A19	4433
20	20	20	20	9019 §20	3138A20	4434
21	21	21	21	9020 §21	3138A21	4435
22	22	22	22	9021 §22	3138A22	4436
23	23	23	23	9022 §23	3138A23	4437
24	24	24	24	9023 §24	3138A24	4438
25	25	25	25	9024 §25	3138A25	4439
26	26	26	26	9025 §26	3138A26	4440
27	27	27	27	9026 §27	3138A27	4441
28	28	28	28	9027 §28	3138A28	4442
29	29	29	29	9028 §29	3138A29	4443
30	30	30	30	9029 §30	3138A30	4444
31	31	31	31	9030 §31	3138A31	4445
32	32	32	32	9031 §32	3138A32	4446
33	33	33	33	9032 §33	3138A33	4447
34	34	34	34	9033 §34	3138A34	4448
35	35	35	35	9034 §35	3138A35	4449
36	36	36	36	9035 §36	3138A36	4450
37	37	37	37	9035 §37	3138A37	4451
38	38	38	38	9037 §38	3138A38	4452
39	39	39	39	9038 §39	3138A39	4453
40	40	40	40	9039 §40	3138A40	4454
41	41	41	41	9040 §41	3138A41	4455
42	42	42	42	9041 §42	3138A42	4456
43	43	43	43	9042 §43	3138A43	4457
44	44	44	44	9043 §44	3138A44	4458
45	45	45	45	9044 §45	3138A45	4459
46	46	46	46	9045 §46	3138A46	4460
47	47	47	47	9046 §47	3138A47	4461
48	48	48	48	9047 §48	3138A48	4462
49	49	49	49	9048 §49	3138A49	4463
50	50	50	50	9049 §50	3138A50	4464

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	Code D. C. 1911, Appendix	Laws of Fla. 1917	Laws 1905	Ill. Sts. 1907	Code 1913 Supp.	Gen. Sts. 1915
Uniform Act Sec. No.	1910 D. C.	1917 Fla.	1915 Idaho	1907 Illinois.	1907 Iwoa.	1909 Kansas.
51	51	51	51	9050 §51	3138A51	4465
52	52	52	52	9051 §52	3138A52	4466
53	53	53	53	9052 §53	3138A53	4467
54	54	54	54	9053 §54	3138A54	4468
55	55	55	55	9054 §55	3138A55	4469
56	56	56	56	9055 §56	3138A56	4470
57	57	57	57	9056 §57	3138A57	4471
58	58	58	58	9057 §58	3138A58	4472
59	59	59	59	9058 §59	3138A59	4473
60	60	60	60	9059 §60	.....	4474
61	61	61	....	.....	.....	....
62	62	62	61	.....	.....	4475

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	Marr's Rev. St. of Laws.	Laws of Me. 1917.	Md. Code.	Mass. Rev. Laws 1902-8.	Comp. Laws of Mich. 1915.	Gen. Sts. of Minn. 1913.	Laws of Mo. 1911.
Uniform Act Sec No.	1908 La.	1917 Me.	1910 Md.	1909 Mass.	1909 Mich.	1913 Minn.	1911 Mo.
1	5002	1	1	2	6563	4514	1
2	5003	2	2	3	6564	4515	2
3	5004	3	3	4	6565	4516	3
4	5005	4	4	5	6566	4517	4
5	5006	5	5	6	6567	4518	5
6	5007	6	6	7	6568	4519	6
7	5008	7	7	8	6569	4520	7
8	5009	8	8	9	6570	4521	8
9	5010	9	9	10	6571	4522	9
10	5011	10	10	11	6572	4523	10
11	5012	11	11	12	6573	4524	11
12	5013	12	12	13	6574	4525	12
13	5014	13	13	14	6575	4526	13
14	5015	14	14	15	6576	4527	14
15	5016	15	15	16	6577	4528	15
16	5017	16	16	17	6578	4529	16
17	5018	17	17	18	6579	4530	17
18	5019	18	18	19	6580	4531	18
19	5020	19	19	20	6581	4532	19
20	5021	20	20	21	6582	4533	20
21	5022	21	21	22	6583	4534	21
22	5023	22	22	23	6584	4535	22
23	5024	23	23	24	6585	4536	23
24	5025	24	24	25	6586	4537	24
25	5026	25	25	26	6587	4538	25
26	5027	26	26	27	6588	4539	26
27	5028	27	27	28	6589	4540	27
28	5029	28	28	29	6590	4541	28
29	5030	29	29	30	6591	4542	29
30	5031	30	30	31	6592	4543	30
31	5032	31	31	32	6593	4544	31
32	5033	32	32	33	6594	4545	32
33	5034	33	33	34	6595	4546	33
34	5035	34	34	35	6596	4547	34
35	5036	35	35	36	6597	4548	35
36	5037	36	36	37	6598	4549	36
37	5038	37	37	38	6599	4550	37
38	5039	38	38	39	6600	4551	38
39	5040	39	39	40	6601	4552	39
40	5041	40	40	41	6602	4553	40
41	5042	41	41	42	6603	4554	41
42	5043	42	42	43	6604	4555	42
43	5044	43	43	44	6605	4556	43
44	5045	44	44	45	6606	4557	44
45	5046	45	45	46	6607	4558	45
46	5047	46	46	47	6608	5459	46
47	5048	47	47	48	6609	4560	47
48	5049	48	48	49	6610	4561	48
49	5050	49	49	50	6611	4562	49

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	Marr's Rev. St. of Laws.	Laws of Me. 1917.	Md. Code.	Mass. Rev. Laws 1902–8.	Comp. Laws of Mich. 1915.	Gen. Sts. of Minn. 1913.	Laws of Me. 1911.
Uniform Act Sec. No.	1908 La.	1917 Me.	1910 Md.	1907 Mass.	1909 Mich.	1913 Minn.	1911 Me.
50	5051	50	50	51	6612	4563	50
51	5052	51	51	52	6613	4564	51
52	5053	52	52	53	6614	4565	52
53	5054	53	53	54	6615	4566	53
54	5055	54	54	55	6616	4567	54
55	5156	55	55	56	6617	4568	55
56	5056	56	56	57	6618	4569	56
57	5057	57	57	58	....	4570	57
58	5058	58	58	1	6619	4571	58
59	5059	59	59	59	6620	4572	59
60	5060	60	..	60	6621	4573	60
61	....	..	..	61	....	4574	61
62	5062	61	60	62	....	4575	62

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	Laws of Mont. 1917.	Rev. St. of Neb. 1912.	St. of Nev. 1913.	Comp. St. of N. J.	N. M. St. 1915.	Business Law.	Public Laws 1917.
Uniform Act Sec. No.	1917 Mont.	1909 Neb.	1913 Nev.	1907 N. J.	1909 N. M.	1907 N. Y.	1917 N. C.
1	1	7452	1	1	5585	90	1
2	2	7453	2	2	5586	91	2
3	3	7454	3	3	5587	91	3
4	4	7455	4	4	5588	92	4
5	5	7456	5	5	5589	92	5
6	6	7457	6	6	5590	93	6
7	7	7458	7	7	5591	94	7
8	8	7459	8	8	5592	95	8
9	9	7460	9	9	5593	96	9
10	10	7461	10	10	5594	97	10
11	11	7462	11	11	5595	98	11
12	12	7463	12	12	5596	98	12
13	13	7464	13	13	5597	99	13
14	14	7465	14	14	5598	100	14
15	15	7466	15	15	5599	101	15
16	16	7467	16	16	5600	102	16
17	17	7468	17	17	5601	103	17
18	18	7469	18	18	5602	104	18
19	19	7470	19	19	5603	105	19
20	20	7471	20	20	5604	106	20
21	21	7472	21	21	5605	107	21
22	22	7473	22	22	5606	108	22
23	23	7474	23	23	5607	109	23
24	24	7475	24	24	5608	109	24
25	25	7476	25	25	5609	110	25
26	26	7477	26	26	5610	111	26
27	27	7478	27	27	5611	112	27
28	28	7479	28	28	5612	113	28
29	29	7480	29	29	5613	114	29
30	30	7481	30	30	5614	115	30
31	31	7482	31	31	5615	116	31
32	32	7483	32	32	5616	117	32
33	33	7484	33	33	5617	118	33
34	34	7489	34	34	5618	119	34
35	35	7490	35	35	5619	120	35
36	36	7491	36	36	5620	121	36
37	37	7492	37	37	5621	122	37
38	38	7493	38	38	5622	122	38
39	39	7494	39	39	5623	123	39
40	40	7495	40	40	5624	124	40
41	41	7496	41	41	5625	125	41
42	42	7497	42	42	5626	126	42
43	43	7498	43	43	5627	127	53
44	44	7499	44	44	5628	128	44
45	45	7500	45	45	5629	129	45
46	46	7501	46	46	5630	130	46
47	47	7502	47	47	5631	131	47
48	48	7503	48	48	5632	132	48
49	49	7504	49	49	5633	133	49
50	50	7505	50	50	5634	134	50

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	Laws of Mont. 1917.	Rev. St. of Neb. 1912.	St. of Nev. 1913.	Comp. St. of N. J.	N. M. St. 1915.	Business Law.	Public Laws 1917.
Uniform Act Sec. No.	1917 Mont.	1909 Neb.	1913 Nev.	1907 N. J.	1909 N. M.	1907 N. Y.	1917 N. C.
51	51	7506	51	51	5635	135	51
52	52	7507	52	52	5636	136	52
53	53	7508	53	53	5637	137	53
54	54	7509	54	54	5638	138	54
55	55	7510	55	55	5639	139	55
56	56	7511	56	56	5640	140	56
57	57	7512	57	57	5641	141	57
58	58	7513	58	58	5642	142	58
59	59	....	59	59	5643	143	59
60	60	....	60	..	5644	..	60
61	61	....	..	..	....	..	61
62	62	....	61	..	5645	..	62

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	Laws of N. D. 1917.	Page & Adams Ohio Gen. Code.	Laws of 1913.	Purdon's Digest 13th Ed.	Gen. Laws 1909.	Session Laws of S. D. 1913.
Uniform Act Sec. No.	1917 N. D.	1908 Ohio.	1913 Ore.	1909 Penn.	1908 R. I.	1913 S. D.
1	1	8457	1	1	Ch. 267–1	1
2	2	8458	2	2&3	Ch. 267–2	2
3	3	8459	3	4	Ch. 267–3	3
4	4	8460	5	5	Ch. 267–4	4
5	5	8461	5	6&7	Ch. 267–5	5
6	6	8462	6	8	Ch. 267–6	6
7	7	8463	7	9&10	Ch. 267–7	7
8	8	8464	8	11&12	Ch. 268–1	8
9	9	8465	9	13	Ch. 268–2	9
10	10	8466	10	14	Ch. 268–3	10
11	11	8467	11	15	Ch 268–4	11
12	12	8468	12	16	Ch. 268–5	12
13	13	8469	13	17	Ch. 268–6	13
14	14	8470	14	18	Ch. 268–7	14
15	15	8471	15	19	Ch. 268–8	15
16	16	8472	16	20	Ch. 268–9	16
17	17	8473	17	21	Ch 268–10	17
18	18	8474	18	22	Ch. 268–11	18
19	19	8475	19	23	Ch. 268–12	19
20	20	8476	20	24	Ch. 268–13	20
21	21	8477	21	25	Ch. 268–14	21
22	22	8478	22	26	Ch. 268–15	22
23	23	8479	23	27	Ch. 268–16	23
24	24	8480	24	28	Ch. 268–17	24
25	25	8481	25	29	Ch. 268–18	25
26	26	8482	26	30	Ch. 268–19	26
27	27	8483	27	31	Ch. 268–20	27
28	28	8484	28	32	Ch. 268–21	28
29	29	8485	29	33	Ch. 268–22	29
30	30	8486	30	34	Ch. 268–23	30
31	31	8487	31	35	Ch. 268–24	31
32	32	8488	32	36	Ch. 268–25	32
33	33	8489	33	37, 38 39, 40	Ch. 268–26	33
34	34	8490	34	41, 42	Ch. 268–27	34
35	35	8491	35	43	Ch. 268–28	35
36	36	8492	36	44	Ch. 268–29	36
37	37	8493	37	45	Ch. 269–1	37
38	38	8494	38	46	Ch. 269–2	38
39	39	8495	39	47	Ch. 269–3	39
40	40	8496	40	48	Ch. 269–4	40
41	41	8497	41	49	Ch. 269–5	41
42	42	8498	42	50, 51, 52	Ch. 269–6	42
43	43	8499	43	53	Ch. 269–7	43
44	44	8500	44	54	Ch. 269–8	44
45	45	8501	45	55	Ch. 269–9	45
46	46	8502	46	56	Ch. 269–10	46
47	47	8503	47	57	Ch. 269–11	47
48	48	8504	48	58	Ch. 269–12	48

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	Laws of N. D. 1917.	Page Adams Ohio Gen. Code.	Laws of 1913.	Purdon's Digest 13th Ed.	Gen. Laws 1909.	Session Laws of S. D. 1913.
Uniform Act Sec. No.	1917 N. D.	1908 Ohio.	1913 Ore.	1909 Penn.	1908 R. I.	1913 S. D.
49	49	8505	49	59	Ch. 269–13	49
50	50	13118	50	60	Ch. 270–1	50
51	51	13119	51	61	Ch. 270–2	51
52	52	13120	52	62	Ch. 270–3	52
53	53	13121	53	63	Ch. 270–4	53
54	54	13122	54	64	Ch 270–5	54
55	55	13123	55	65	Ch. 270–6	55
56	56	8506	56	66	Ch. 271–1	56
57	57	8507	57	67	Ch, 271–2	57
58	58	8508	58	68	Ch. 271–3	58
59	59	8509	59	69	Ch. 271–4	59
60	60	....	60	69	.....	60
61	61	....	61	70	.....	61
62	62	....	62	71	.....	62

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	Code of 1917.	Laws 1911.	Gen. Laws of Vt. 1917.	Va. Code 1910 Sup.	Rem. Code 1915
Uniform Act Sec. No.	1909 Tennessee.	1911 Utah.	1912 Vermont.	1908 Virginia.	1913 Washington.
1	3608a1	1	....	1	3369–1
2	3608a2	2	3116	2	3369–2
3	3608a3	3	3117	3	3369–3
4	3608a4	4	3118	4	3369–4
5	3608a5	5	3119	5	3369–5
6	3608a6	6	3120	6	3369–6
7	3608a7	7	3121	7	3369–7
8	3608a8	8	3122	8	3369–8
9	3608a9	9	3123	9	3369–9
10	3608a10	10	3124	10	3369–10
11	3608a11	11	3125	11	3369–11
12	3608a12	12	3126	12	3369–12
13	3608a13	13	3127	13	3369–13
14	3608a14	14	3128	14	3369–14
15	3608a15	15	3129	15	3369–15
16	3608a16	16	3130	16	3369–16
17	3608a17	17	3131	17	3369–17
18	3608a18	18	3132	18	3369–18
19	3608a19	19	3133	19	3369–19
20	3608a20	20	3134	20	3369–20
21	3608a21	21	3135	21	3369–21
22	3608a22	22	3136	22	3369–22
23	3608a23	23	3137	23	3369–23
24	3608a24	24	3138	24	3369–24
25	3608a25	25	3139	25	3369–25
26	3608a26	26	3140	26	3369–26
27	3608a27	27	3141	27	3369–27
28	3608a28	28	3142	28	3369–28
29	3608a29	29	3143	29	3369–29
30	3608a30	30	3144	30	3369–30
31	3608a31	31	3145	31	3369–31
32	3608a32	32	3146	32	3369–32
33	3608a33	33	3147	33	3369–33
	34, 35, 36, 37, 38				
34	3608a39	34	3138	34	3369–34
35	3608a40	35	3149	35	3369–35
36	3608a41	36	3150	36	3369–36
37	3608a42&43	37	3151	37	3369–37
38	3608a44	38	3152	38	3369–38
39	3608a45	39	3153	39	3369–39
40	3608a46	40	3154	40	3369–40
41	3608a47	41	3155	41	3369–41
42	3608a48	42	3156	42	3369–42
43	3608a49	43	3157	43	3369–43
44	3608a50	44	3158	44	3369–44
45	3608a51	45	3159	45	3369–45
46	3608a52	46	3160	46	3369–46
47	3608a53	47	3161	47	3369–47
48	3608a54	48	3162	48	3369–48
49	3608a55	49	3163	49	3369–49

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	Code of 1917.	Laws 1911.	Gen. Laws of Vt. 1917.	Va. Code 1910 Sup.	Rem. Code 1915.
Uniform Act Sec. No.	1909 Tennessee.	1911 Utah.	1912 Vermont.	1908 Virginia.	1913 Washington.
50	3608a56	50	3164	50	3369–50
51	3608a57	51	3165	51	3369–51
52	3608a58	52	3166	52	3369–52
53	3608a59	53	3167	53	3369–53
54	3608a60	54	3168	54	3369–54
55	3608a61	55	3169	55	3369–55
56	3608a62	56	3171	56	3369–56
57	3608a63	57	3172	57	3369–57
58	3608a64	58	3114	58	3369–58
59	3608a65	59	3170	59	3369–59
60	3608a66	58	....	60	3369–60
61	3608a67	61	....	..	.....
62	3608a68	62	....	61	3369–61

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	W. Va. Code, 1918 Sup.	Wisc. St. 1917.	Session Laws of Wyoming 1917.	8 Public Laws 271.	Laws 1918, p. 22.
Uniform Act Sec. No.	1917 West Virginia.	1909 Wisconsin.	1917 Wyoming.	1912 Phil. Is.	Porto Rico.
1	4376–1	1684m1	1	1	1
2	4376–2	1685m	2	2	2
3	4376–3	1684m4	3	3	3
4	4376–4	1684m5	4	4	4
5	4376–5	1684m6	5	5	5
6	4376–6	1684m7	6	6	6
7	4376–7	1684m8	7	7	7
8	4376–8	1684m9	8	8	8
9	4376–9	1684m10	9	9	9
10	4376–10	1684m11	10	10	10
11	4376–11	1684m12	11	11	11
12	4376–12	1684m13	12	12	12
13	4376–13	1684m14	13	13	13
14	4376–14	1684m15	14	14	14
15	4376–15	1684m16	15	15	15
16	4376–16	1684m17	16	16	16
17	4376–17	1684m18	17	17	17
18	4376–18	1684m19	18	18	18
19	4376–19	1684m20	19	19	19
20	4376–20	1684m21	20	20	20
21	4376–21	1684m22	21	21	21
22	4376–22	1684m23	22	22	22
23	4376–23	1684m24	23	23	23
24	4376–24	1684m25	24	24	24
25	4376–25	1684m27	25	25	25
26	4376–26	1684m28	26	26	26
27	4376–27	1684m29	27	27	27
28	4376–28	1684m30	28	28	28
29	4376–29	1684m31	29	29	29
30	4376–30	1684m32	30	30	30
31	4376–31	1684m33	31	31	31
32	4376–32	1684m34	32	32	32
33	4376–33	1684m35	33	33	33
34	4376–34	1684m36	34	34	34
35	4376–35	1684m37	35	35	35
36	4376–36	1684m38	36	36	36
37	4376–37	1684m39	37	37	37
38	4376–38	1684m40	38	38	38
39	4376–39	1684m41	39	39	39
40	4376–40	1684m42	40	40	40
41	4376–41	1684m43	41	41	41
42	4376–42	1684m44	42	42	42
43	4376–43	1684m45	43	43	43
44	4376–44	1684m46	44	44	44
45	4376–45	1684m47	45	45	45
46	4376–46	1684m48	46	46	46
47	4376–47	1684m49	47	47	47
48	4376–48	1684m50	48	48	48
49	4376–49	1684m51	49	49	49
50	4376–50	1684m52	50	50	50

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	W. Va. Code, 1918 Sup.	Wisc. St. 1917.	Session Laws of Wyoming 1917.	8 Public Laws 271.	Laws 1918, p. 22.
Uniform Act Sec. No.	1917 West Virginia.	1909 Wisconsin.	1917 Wyoming.	1912 Phil. Is.	Porto Rico.
51	4376–51	1684m53	51	51	51
52	4376–52	1684m54	52	52	52
53	4376–53	1684m55	53	53	53
54	4376–54	1684m56	54	54	54
55	4376–55	1684m57	55	55	55
56	4376–56	1684m60	56	56	56
57	4376–57	1684m61	57	57	57
58	4376–58	1684m62	58	58	58
59	4376–59	1684m63	59	59	59
60	.....	.....	60	60	60
61	.....	.....	61	..	61
62	.....	.....	62	61	62

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UNIFORM WAREHOUSE RECEIPTS ACT

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49. Negotiation Defeats Vendor's Lien.
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51. Issue of Receipt Containing False Statement.
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PART I.

Section 1. Warehouse receipts may be issued by any warehouseman.

Arkansas.— Page v. Andrews (1918), 203 S. W. 273.
United States.— Am. Can Cc. v. Erie Preserving Co. (1909), 171 Fed. 540.

Section 2. Warehouse receipts need not be in any particular form, but every such receipt must embody within its written or printed terms—

(a) The location of the warehouse where the goods are stored,

(b) The date of the issue of the receipt,

(c) The consecutive number of the receipt,

(d) A statement whether the goods received will be delivered to the bearer, to a specified person, or to a specified person or his order.

(e) The rate of storage charges,

(f) A description of the goods or of the packages containing them,

(g) The signature of the warehouseman, which may be made by his authorized agent,

(h) If the receipt is issued for goods of which the warehouseman is owner, either solely or jointly or in common with others, the fact of such ownership, and

(i) A statement of the amount of advances made and of liabilities incurred for which the warehouseman claims a lien. If the precise amount of such advances made or such liabilities incurred is, at the time of the issue of the receipt, unknown to the warehouseman or to his agent who issues it, a statement of the fact that advances have been made or liabilities incurred and the purpose thereof is sufficient.

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A warehouseman shall be liable to any person injured thereby, for all damage caused by the omission from a negotiable receipt of any of the terms herein required.

Illinois.— Mfg. Mercant. Co. v. Monarch Refrig. Co. (1915), 107 S. E. 885.

Kansas.— Cowley Co. Natl. Bk. v. Rawlins-Dobs Elevator Co. (1915), 152 Pac. 647.

Louisiana.— Arbuthnot-Latham & Co. v Richheimer & Co. (1916), 139 La. 798, 72 So. 251.

Missouri.— Natl. Bk. of Commerce v. Flanagan Mills & Elevator Co. (1916), 188 S. W. 117.

New Jersey.— N. J. T. G. & T. Co. v. Rector (1910), 76 N. J. Eq. 587, 75 Atl. 931.

United States.— Interstate Banking & Trust Co. v. Brown (1916), 225 Fed. 32.

Section 3. A warehouseman may insert in a receipt issued by him, any other terms and conditions, provided that such terms and conditions shall not—

(a) Be contrary to the provisions of this act.

(b) In any wise impair his obligation to exercise that degree of care in the safe-keeping of the goods entrusted to him which a reasonably careful man would exercise in regard to similar goods of his own.

Alabama.— Ashland Oil Mill & Fertilizer Co. v. Lane (1918), 79 So. 9.

New York.— Belzer v. Daub Storage Warehouse & Van Co. (1911), 130 N. Y. Supp. 153; Rapp v. Wash. Storage & Warehouse Co. (1912), 134 N. Y. Supp. 855, 75 Misc. 16; Healy v. N. Y. C. & H. R. R. R. Co. (1912), 138 N. Y. Supp. 287, 153 A. D. 516.

Oklahoma.— Inland Compress Co. v. Simmons (1917), 159 Pac. 262.

Tennessee.— Swift & Co. v. Memphis C. S. Warehouse (1913), 158 So. 480.

Texas.— Jackson v. Greenville Compress Co. (1918), Tex. Civ. App. 202 Pac. 324.

Section 4. A receipt in which it is stated that the goods received will be delivered to the depositor, or to any other specified person, is a non-negotiable receipt.

Illinois.— Mfg. Mercant. Co. v. Monarch Refrig. Co. (1915), 107 N. E. 885.

Section 5. A receipt in which it is stated that the goods received will be delivered to the bearer, or to the order of any person named in such receipt is a negotiable receipt.

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No provisions shall be inserted in a negotiable receipt that it is non-negotiable. Such provision, if inserted, shall be void.

Illinois.— Mfg. Mercant. Co. v. Monarch Refrig. Co. (1915), 107 N. E. 885.

Texas.— Stamford Co. v. F. & M. Natl. Bk. (1910), 129 S. W. 1160.

United States.— Interstate Banking & Trust Co. v. Brown (1916), 225 Fed. 32.

Section 6. When more than one negotiable receipt is issued for the same goods, the word "duplicate" shall be plainly placed upon the face of every such receipt, except the one first issued. A warehouseman shall be liable for all damage caused by his failure so to do to any one who purchased the subsequent receipt for value supposing it to be an original, even though the purchase be after the delivery of the goods by the warehouseman to the holder of the original receipt.

Section 7. A non-negotiable receipt shall have plainly placed upon its face by the warehouseman issuing it "non-negotiable," or "not negotiable." In case of the warehouseman's failure so to do, a holder of the receipt who purchased it for value supposing it to be negotiable, may, at his opinion, treat such receipt as imposing upon the warehouseman the same liabilities he would have incurred had the receipt been negotiable.

This section shall not apply, however, to letters, memoranda, or written acknowledgments of an informal character.

PART II.

Section 8. A warehouseman, in the absence of some lawful excuse provided by this act, is bound to deliver the goods upon a demand made either by the holder of a receipt for the goods or by the depositor, if such demand is accompanied with—

(a) An offer to satisfy the warehouseman's lien,

(b) An offer to surrender the receipt if negotiable, with such indorsements as would be necessary for the negotiation of the receipt, and

(c) A readiness and willingness to sign, when the goods are

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delivered, an acknowledgment that they have been delivered if such signature is requested by the warehouseman.

In case the warehouseman refuses or fails to deliver the goods in compliance with a demand by the holder or depositor so accompanied, the burden shall be upon the warehouseman to establish the existence of a lawful excuse for such refusal.

Connecticut. — MacDonald v. Aetna Indemnity Co. (1916), 97 Atl. 332.

Georgia. — Penick v. Almand (1916), 87 S. E. 845.

North Dakota. — State v. Farmers Co-operative Elevator Co. (1918), 167 N. W. 223.

New York. — Kramer v. Harger Storage Warehouse Co. (1908), 108 N. Y. Supp. 1, 123 App. Div. 316; Porter v. Duval Co. (1908), 111 N. Y. Supp. 825, 80 Misc. 122; Davison v. Guardian Storage Co. (1913), 144 N. Y. Supp. 601.

Oregon. — Pelton v. Gold Hill Canal Co. (1914), 142 Pac. 769.

Texas. — Rex v. James (1910), 131 S. W. 248; American Express Co. v. Duncan (1917), 193 S. W. 411.

Washington. — Nowell v. Seattle Transfer Co. (1911), 63 Wash. 685, 116 Pac. 287.

Section 9. A warehouseman is justified in delivering the goods, subject to the provisions of the three following sections, to one who is—

(a) The person lawfully entitled to the possession of the goods, or his agent,

(b) A person who is either himself entitled to delivery by the terms of a non-negotiable receipt issued for the goods, or who has written authority from the person so entitled either indorsed upon the receipt or written upon another paper, or

(c) A person in possession of a negotiable receipt by the terms of which the goods are deliverable to him or order or to bearer, or which has been indorsed to him or in blank by the person to whom delivery was promised by the terms of the receipt or by his mediate or immediate indorsee.

California. — Lewis-Simas Jones Co. v. Kee & Co. (1915), 148 Pac. 973.

New York. — Queen Mfg. Co. v. F. C. Linde Co. (1909), 117 N. Y. Supp. 1032; Oakes v. Sloane (1910), 129 N. Y. Supp. 626, 135 A. D. 354.

United States. — Clyde Steamship Co. v. Whaley (1917) 231 Fed. 77.

Section 10. Where a warehouseman delivers the goods to one who is not in fact lawfully entitled to the possession of them, the

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warehouseman shall be liable as for conversion to all having a right of property or possession in the goods if he delivered the goods otherwise than as authorized by subdivisions (b) and (c) of the preceding section and though he delivered the goods as authorized by said subdivisions he shall be so liable, if prior to such delivery he had either

(a) Been requested, by or on behalf of the person lawfully entitled to a right of property or possession in the goods, not to make such delivery, or

(b) Had information that the delivery about to be made was to one not lawfully entitled to the possession of the goods.

Alabama.— Kitchens v. Mann (1918), 80 So. 173; Pope & Co. v. Union Warehouse Co. (1915), 70 So. 159.

Colorado.— Duffy v. Wilson (1908), 44 Col. 340, 98 Pac. 826.

Illinois.—Mfg. Mercant. Co. v. Monarch Refrig. Co. (1915), 107 N. E. 885.

Massachusetts.— Rosenberg v. Nat. Dock & Storage Warehouse Co. (1914), 106 N. E. 171; Greenall v. Hersum (1915), 107 N. E. 940.

New York.— Gross v. Agello (1909), 116 N. Y. Supp. 380, 132 A. D. 25; Palestine Hebrew Wine Co. v. Terminal Warehouse Co. (1910), 123 N. Y. Supp. 346, 67 Misc. 456.

Oregon.— Pelton v. Gold Hill Canal Co. (1914), 142 Pac. 769.

Washington.—Northwestern Grain Co. v. Kear-Clifford Grain Co. (1913), 136 Pac. 1154.

Section 11. Except as provided in Section 36, where a warehouseman delivers goods for which he had issued a negotiable receipt, the negotiation of which would transfer the right to the possession of the goods, and fails to take up and cancel the receipt, he shall be liable to any one who purchases for value in good faith such receipt, for failure to deliver the goods to him, whether such purchaser acquired title to the receipt before or after the delivery of the goods by the warehouseman.

Illinois.— Mfg. Mercant. Co. v. Monarch Refrig. Co. (1915), 107 N. E. 885.

United States.— Clyde Steamship Co. v. Whaley (1917), 231 Fed. 77.

Section 12. Except as provided in Section 36, where a warehouseman delivers part of the goods for which he had issued a negotiable receipt and fails either to take up and cancel such receipt, or to place plainly upon it a statement of what

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goods or packages have been delivered he shall be liable, to any one who purchases for value in good faith such receipt, for failure to deliver all the goods specified in the receipt, whether such purchaser acquired title to the receipt before or after the delivery of any portion of the goods by the warehouseman.

Kansas.— Cowley Co. Natl. Bk. v. Rawlins-Dobs Elevator Co. (1915), 152 Pac. 647.

United States.— Clyde Steamship Co. v. Whaley (1917), 231 Fed. 77.

Section 13. The alteration of a receipt shall not excuse the warehouseman who issued it from any liability if such alteration was

(a) Immaterial,

(b) Authorized, or

(c) Made without fraudulent intent.

If the alteration was authorized, the warehouseman shall be liable according to the terms of the receipt as altered. If the alteration was unauthorized, but made without fraudulent intent, the warehouseman shall be liable according to the terms of the receipt, as they were before alteration.

Material and fraudulent alteration of a receipt shall not excuse the warehouseman who issued it from liability to deliver, according to the terms of the receipt as originally issued, the goods for which it was issued, but shall excuse him from any other liability to the person who made the alteration and to any person who took with notice of the alteration. Any purchaser of the receipt for value without notice of the alteration shall acquire the same rights against the warehouseman which such purchaser would have acquired if the receipt had not been altered at the time of the purchase.

United States.—Clyde Steamship Co. v. Whaley (1917), 231 Fed. 77.

Section 14. Where a negotiable receipt has been lost or destroyed, a court of competent jurisdiction may order the delivery of the goods upon satisfactory proof of such loss or destruction and upon the giving of a bond with sufficient sureties to be approved by the court to protect the warehouseman from any liability or expense, which he or any person injured by such delivery may incur by reason of the original receipt remaining

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outstanding. The court may also in its discretion order the payment of the warehouseman's reasonable costs and counsel fees.

The delivery of the goods under an order of the court as provided in this section, shall not relieve the warehouseman from liability to a person to whom the negotiable receipt has been or shall be negotiated for value without notice of the proceedings or of the delivery of the goods.

Georgia. — Penick v. Almand (1916), 87 S. E. 845.

New York. — Brown Shoe Company Inc. v. Van Dam Warehouse Co. (1919), 175 N. Y. Supp. 68.

Section 15. A receipt upon the face of which the word "duplicate" is plainly placed is a representation and warranty by the warehouseman that such receipt is an accurate copy of an original receipt properly issued and uncancelled at the date of the issue of the duplicate, but shall impose upon him no other liability.

Section 16. No title or right to the possession of the goods, on the part of the warehouseman, unless such title or right is derived directly or indirectly from a transfer made by the depositor at the time of or subsequent to the deposit for storage, or from the warehouseman's lien, shall excuse the warehouseman from liability for refusing to deliver the goods according to the terms of the receipt.

Section 17. If more than one person claims the title or possession of the goods, the warehouseman may either as a defense to an action brought against him for non-delivery of the goods, or as an original suit, whichever is appropriate, require all known claimants to interplead.

New Jersey. — N. J. L. G. & T. Co. v. Rector (1909), 75 N. J. E. 423, 72 Atl. 968.

New York. — Manhattan Storage & Warehouse Co. v. Benguiat Art Museum (1913), 139 N. Y. Supp. 1073, 155 App. Div. 196.

Section 18. If some one other than the depositor or person claiming under him has a claim to the title or possession of the

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goods, and the warehouseman has information of such claim, the warehouseman shall be excused from liability for refusing to deliver the goods, either to the depositor or person claiming under him or to the adverse claimant, until the warehouseman has had a reasonable time to ascertain the validity of the adverse claim or to bring legal proceedings to compel all claimants to interplead.

Massachusetts.— Cushman v. Boston Storage Warehouse Co. (1911), 207 Mass. 407.
New Jersey.— N. J. L. G. & T. Co. v. Rector (1909), 75 N. J. Eq. 423, 72 Atl. 968.
New York.— Zaber v. Mehrle (1908), 112 N. Y. Supp. 1093.

Section 19. Except as provided in the two preceding sections and in sections 9 and 36, no right or title of a third person shall be a defense to an action brought by the depositor or person claiming under him against the warehouseman for failure to deliver the goods according to the terms of the receipt.

Massachusetts.— Cushman v. Boston Storage Warehouse Co. (1911), 93 N. E. 639.

Section 20. A warehouseman shall be liable to the holder of a receipt for damages caused by the non-existence of the goods or by the failure of the goods to correspond with the description thereof in the receipt at the time of its issue. If, however, the goods are described in a receipt merely by a statement of marks or labels upon them, or upon packages containing them, or by a statement that the goods are said to be goods of a certain kind, or that the packages containing the goods are said to contain goods of a certain kind, or by words of like purport, such statements, if true, shall not make liable the warehouseman issuing the receipt, although the goods are not of the kind which the marks or labels upon them indicate, or of the kind they were said to be by the depositor.

Alabama.— Kitchens v. Mann (1918), Ala. App. 80 So. 173.
New Jersey.— Stewart v. Kilmer (1913), 88 Atl. 1051.

Section 21. A warehouseman shall be liable for any loss or injury to the goods caused by his failure to exercise such care

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in regard to them as a reasonably careful owner of similar goods would exercise, but he shall not be liable, in the absence of an agreement to the contrary, for any loss or injury to the goods which could not have been avoided by the exercise of such care.

Alabama.— Betha Starr Packing Co. v. Mayhew (1917), 68 So. 814.

Arkansas.— Gulf Compress Co. v. Harrington (1909), 119 S. W. 249; Farmers' Union Warehouse Co. v. Sturdwant (1916), 192 S. W. 377.

California.—Ruder v. Wells Fargo & Co. (1911), 14 Cal. App. 790, 113 Pac. 342; Lynch et al. v. Bekins Van & Storage Co. (1916), 159 Pac. 822.

Colorado.— Benedict Warehouse & Transfer Co. v. Nickannon Piano Co. (1917), 161 Pac. 145; Lynch v. Union Pac. R. Co. (1918), 172 Pac. 1061.

Delaware.— Keith v. Booth Fisheries (1913), 87 Atl. 75.

Georgia.— Farmers Ginnery & Mfg. Co. v. Thrasher (1916), 87 S. E. 804; Norris v. Manget-Brannon Co. (1916), 90 S. E. 79.

Illinois.— Natl. Safe Dep. Co. v. Stead (1911), 250 Ill. 584, 95 N. E. 973; Cohen v. Atchison Topeka & Sante Fe R. Co. (1917), 198 Ill. App. 174; Meyer v. Western Cold Storage Co. (1917), 204 Ill. App. 456; Schaefer v. Washington Safety Deposit Co. (1917), 281 Ill. 43, 117 N. E. 781.

Kansas.— Locke v. Wiley (1909), 87 Kan. 143, 105 Pac. 11; Filson v. Pac. Exp. Co. (1911), 84 Kan. 614, 114 Pac. 863.

Louisiana.— Gibbons v. Yazoo & M. V. R. Co. (1912), 130 La. 671, 58 So. 505.

Maryland.— Security Storage & Trust Co. v. Denys (1913), 86 Atl. Rep. 613, 119 Md. 331.

Maine.— Briggs Hardware Co. v. Aroostock Valley R. Co. (1918), 104 Atl. 8.

Massachusetts.— Rosenberg v. Nat. Dock & Storage Warehouse Co. (1914), 106 N. E. 171; Wainwright v. Mass. Storage Warehouse Co. (1914), 106 N. E. 1001; Hecht v. Boston Wharf Co. (1915), 107 N. E. 990.

Minnesota.— Rustad v. Gt. Nor. Ry. Co. (1913), 142 N. W. 727.

Mississippi.— Chas. W. Shepard Cotton Co. v. New Orleans M. & C. R. Co. (1918), 78 So. 193.

Missouri.— Berger v. St. Louis Storage & Comm. Co. (1909), 116 S. W. 444; Johnson v. Springfield Ice & Refrig. Co. (1910), 127 S. W. 692; Levi v. M. K. & T. Ry. Co. (1911), 138 S. W. 699; Disbrow v. People's Ice, Storage & Fuel Co (1913), 157 S. W. 116; Springfield C. I. E. Co. v. Springfield I. & R. Co. (1914), 168 S. W. 772; Barnett v. Tonnies (1915), 180 S. W. 1000; State, Use of Hubbard & Moffit Comm. Co. v. Cochrane (1915), 175 S. W. 599.

New Jersey.— Champlin v. Erie R. Co. (1917), N. J. C. 103 Atl. 807; Levine v. DeWolff & Co. (1909), 78 N. J. L. 306, 73 Atl. 73; Bobbink v. Erie R. R. Co. (1912), 82 Atl. 877.

New York.— Ressler v. Terminal Warehouse Co. (1918), 168 N. Y.

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Supp. 462; Carr v. West Side Warehouse Co. (1918), 168 N. Y. Supp. 564; McCrory Stores Corp. v. West Side W. Co. (1918), 171 N. Y. Supp. 35; McCrory Stores Corp. v. West Side Warehouse Co. (1918), 168 N. Y. Supp. 489; Clifford v. Univ. Storage Warehouse (1907), 102 N. Y. Supp. 460, 52 Wisc. 595; Wheeler v. Blumenthal (1908), 107 N. Y. Supp. 57; Buffalo Grain Co. v. Sowerby (1909), 195 N. Y. 355, 88 N. E. 569; Lyons v. H. Y. C. & N. R. R. Co. (1909), 119 N. Y. Supp. 703; Battell v. Mercantile Warehouse Co. (1910), 124 N. Y. Supp. 135, 139 A. D. 649; Ballston Refrig. Co. v. Eastern States Refrig. Co. (1911), 126 N. Y. Supp. 857, 142 A. D. 135; Finsilver v. Manhattan Storage & Warehouse Co. (1911), 129 N. Y. Supp. 401; Herrman v. N. E. Navigation Co. (1911), 128 N. Y. Supp. 380, 143 App. Div. 551; Mortimer v. Otto (1911), 126 N. Y. Supp. 866. 142 A. D. 184; Mortimer v. Otto (1912), 206 N. Y. 89, 99 N. E. 189; Neville v. Woolverton (1913), 142 N. Y. Supp. 292; Murray v. J. F. Hayes (1915), 151 N. Y. Supp. 1; People v. Wendel (1916), 111 N. E. 846; Hemphill & Co. v. Southern Ry. Co. (1916), 87 S. E. 336.

Oklahoma.—Muskogee Crystal Ice Co. v. Riley (1910), 25 Okla. 778, 108 Pac. 628; Inland Compress Co. v. Simmons (1917), 159 Pac. 262.

South Dakota.— Gilbert v. Hardiman (1918), 168 N. W. 25.

Tennessee.— Noel & Co. v. Schuer (1918), 204 S. W. 632.

Texas.— American Express Co. v. Duncan (1917), 193 S. W. 411; Sherman Ice Co. v. Klein (1917), 195 S. W. 918.

United States.— United Metals Selling Co. v. Pryor (1917), 155 C. C. A. 521, 243 Fed. 91.

Vermont.— Chas. Bianchi & Sons v. Montpelier & W. R. R. Co. (1918). —— Vt. 104 Atl. 144.

Washington. — Rosenbaum v. Northern Pacific Ry. Co. (1919), 172 Pac. 238; Patterson v. Wenatchee Canning Co. (1909), 53 Wash. 155, 101 Pac. 721; Smith v. Diamond Ice & Storage Co. (1911), 65 Wash. 576, 116 Pac. 646; Perry Bros. v. Diamond Ice & Storage Co. (1916), 158 Pac. 1008.

West Virginia.— Brown Shoe Co. v. Harden (1916), 87 S. E. 1014.

Wisconsin.— Milwaukee M. & A. Glass Works v. C. M. & St. P. Ry. Co. (1912), 148 Wis. 173, 134 N. W. 379.

Section 22. Except as provided in the following section, a warehouseman shall keep the goods so far separate from goods of other depositors, and from other goods of the same depositor for which a separate receipt has been issued, as to permit at all times the identification and re-delivery of the goods deposited.

Section 23. If authorized by agreement or by custom, a warehouseman may mingle fungible goods with other goods of

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the same kind and grade. In such case the various depositors of the mingled goods shall own the entire mass in common and each depositor shall be entitled to such portion thereof as the amount deposited by him bears to the whole.

North Dakota.— Street v. Farmer's El. Co. of Elkton (1914), 146 N. W. 1077.

South Dakota.— Natl. Bk. of Wheaton, Minn. v. Elkins, Sheriff et al (1916), 159 N. W. 60.

United States.— Interstate Banking & Trust Co. v. Brown (1916), 225 Fed. 32.

Section 24. The warehouseman shall be severally liable to each depositor for the care and re-delivery of his share of such mass to the same extent and under the same circumstances as if the goods had been kept separate.

Illinois.— Hobbs v. Monarch Refrig. Co. (1917), 277 Ill. 326, 115 N. E. 534.

Louisiana.—Jennings-Heywood Oil Syn. v. Koussiere Oil Co. (1910), 127 La. 971, 54 So. 318.

Washington.—Union El. & Warehouse Co. v. Farmers Warehouse Co. (1912), 69 Wash. 664, 125 Pac. 960.

Section 25. If goods are delivered to a warehouseman by the owner or by a person whose act in conveying the title to them to a purchaser in good faith for value would bind the owner, and a negotiable receipt is issued for them, they can not thereafter, while in the possession of the warehouseman, be attached by garnishment or otherwise, or be leviel upon under an execution, unless the receipt be first surrendered to the warehouseman, or its negotiation enjoined. The warehouseman shall in no case be compelled to deliver up the actual possession of the goods until the receipt is surrendered to him or impounded by the court.

Illinois.— Mfg. Mercant. Co. v. Monarch Refrig. Co. (1915), 107 S. E. 885.

Michigan.— Allswede v. Central Warehouse Co. (1918), 169 N. W. 13.

United States.—Arbuthnot v. Cen. Tr. Co. of Illinois (1915), C. C. A., 7th Circuit, decided Jan. 23, 1915: In re Richheimer (1917), 221 Fed. 16.

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Section 26. A creditor whose debtor is the owner of a negotiable receipt shall be entitled to such aid from courts of appropriate jurisdiction, by injunction and otherwise, in attaching such receipt or in satisfying the claim by means thereof as is allowed at law in equity, in regard to property which can not readily be attached or levied upon by ordinary legal process.

Section 27. Subject to the provisions of Section 30, a warehouseman shall have a lien on goods deposited or on the proceeds thereof in his hands, for all lawful charges for storage and preservation of the goods; also for all lawful claims for money advanced, interest, insurance, transportation, labor, weighing, coopering and other charges and expenses in relation to such goods; also for all reasonable charges and expenses for notice, and advertisements of sale, and for sale of the goods where default has been made in satisfying the warehouseman's lien.

Arkansas.—Farmers' Union Warehouse Co. v. Sturdivant (1916), 192 S. W. 377.

California.—Shedoudy v. Spreckles Bros. Com. Co. (1909), 9 Cal. 198, 99 Pac. 535.

Georgia. — Penick v. Almand (1916), 87 S. E. 845.

Illinois. — Crane et al. v. Tooker Storage & Forwarding Co. (1918), 204 Ill. App. 354.

Massachusetts. — Rosenberg v. Nat. Dock Storage Co. (1914), 106 N. E. 171.

New York. — Fairell v. Harlem Term. Storage Warehouse Co. (1911), 127 N. Y. Supp. 306, 70 Misc. 565.

Section 28. Subject to the provisions of Section 30 a warehouseman's lien may be enforced—

(a) Against all goods, whenever deposited, belonging to the person who is liable as debtor for the claims in regard to which the lien is asserted, and

(b) Against all goods belonging to others which have been deposited at any time by the person who is liable as debtor for the claims in regard to which the lien is asserted if such person had been so entrusted with the possession of the goods that a pledge of the same by him at the time of the deposit to one who took the goods in good faith for value would have been valid.

Georgia. — Penick v. Almand (1916), 87 S. E. 845.

New York. — Alton v. N. Y. Taxicab Co. (1910), 121 N. Y. Supp. 271, 66 Misc. 191.

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Section 29. A warehouseman loses his lien upon goods—

(a) By surrendering possession thereof, or

(b) By refusing to deliver the goods when a demand is made with which he is bound to comply under the provisions of this act.

Section 30. If a negotiable receipt is issued for goods, the warehouseman shall have no lien thereon, except for charges for storage of those goods subsequent to the date of the receipt, unless the receipt expressly enumerates other charges for which a lien is claimed. In such case there shall be a lien for the charges enumerated so far as they are within the terms of Section 27, although the amount of the charges so enumerated is not stated in the receipt.

Missouri.— State ex rel. First Natl. Bk. of Morris, Okl. v. Federal Union Storage Co. (1911), 137 S. W. 613.

Section 31. A warehouseman having a lien valid against the person demanding the goods may refuse to deliver the goods to him until the lien is satisfied.

Oklahoma.— Penick v. Almand (1916), 87 S. E. 845.

New York.— Zazer v. Mehrle (1908), 112 N. Y. Supp. 1093.

Section 32.—Whether a warehouseman has or has not a lien upon the goods, he is entitled to all remedies allowed by law to a creditor against his debtor, for the collection from the depositor of all charges and advances which the depositor has expressly or impliedly contracted with the warehouseman to pay.

Massachusetts.— Cahill v. Phelps (1908), 198 Mass. 332, 84 N. E. 496.

Utah.— Howard v. Paulson Co. (1912), 41 Utah 490, 127 Pac. 284.

Section 33. A warehouseman's lien for a claim which has become due may be satisfied as follows:

The warehouseman shall give a written notice to the person on whose account the goods are held, and to any other person known by the warehouseman to claim an interest in the goods. Such notice shall be given by delivery in person or by registered letters addressed to the last known place of business or abode of the person to be notified. The notice shall contain—

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(a) An itemized statement of the warehouseman's claim, showing the sum due at the time of the notice and the date or dates when it became due,

(b) A brief description of the goods against which the lien exists,

(c) A demand that the amount of the claim as stated in the notice, and of such further claim as shall accrue, shall be paid on or before a day mentioned, not less than ten days from the delivery of the notice if it is personally delivered, or from the time when the notice should reach its destination, according to the due course of post, if the notice is sent by mail, and

(d) A statement that unless the claim is paid within the time specified the goods will be advertised for sale and sold by auction at a specified time and place.

In accordance with the terms of a notice so given, a sale of the goods by auction may be had to satisfy any valid claim of the warehouseman for which he has a lien on the goods. The sale shall be had in the place where the lien was acquired, or, if such a place is manifestly unsuitable for the purpose, at the nearest suitable place. After the time for the payment of the claim specified in the notice to the depositor has elapsed, an advertisement of the sale, describing the goods to be sold, and stating the name of the owner or person on whose account the goods are held, and the time and place of the sale, shall be published once a week for two consecutive weeks in a newspaper published in the place where such sale is to be held. The sale shall not be held less than fifteen days from the time of the first publication. If there is no newspaper published in such place, the advertisement shall be posted at least ten days before such sale in not less than six conspicuous places therein.

From the proceeds of such sale the warehouseman shall satisfy his lien, including the reasonable charges of notice, advertisement, and sale. The balance, if any, of such proceeds shall be held by the warehouseman, and delivered on demand to the person to whom he would have been bound to deliver or justified in delivering the goods.

At any time before the goods are so sold any person claiming a right of property or possession therein may pay the warehouse-

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man the amount necessary to satisfy his lien and to pay the reasonable expenses and liabilities incurred in serving notices and advertising and preparing for the sale up to the time of such payment. The warehouseman shall deliver the goods to the person making such payment if he is a person entitled, under the provisions of this Act, to the possession of the goods on payment of charges thereon. Otherwise the warehouseman shall retain possession of the goods according to the terms of the original contract of deposit.

New York.— Dawley v. Lovia (1919), 173 N. Y. Supp. 468; Heineman Bros. Inc. v. Merchants Refrigerating Co. (1918), 175 N. Y. Supp. 504.

Section 34. If goods are of a perishable nature, or by keeping will deteriorate greatly in value, or by their odor, leakage, inflammability, or explosive nature, will be liable to injure other property, the warehouseman may give such notice to the owner, or to the person in whose name the goods are stored, as is reasonable and possible under the circumstances, to satisfy the lien upon such goods, and to remove them from the warehouse, and in the event of the failure of such person to satisfy the lien and to remove the goods within the time so specified, the warehouseman may sell the goods at public or private sale without advertising. If the warehouseman after a reasonable effort is unable to sell such goods, he may dispose of them in any lawful manner, and shall incur no liability by reason thereof.

The proceeds of any sale made under the terms of this section shall be disposed of in the same way as the proceeds of sales made under the terms of the preceding section.

Tennessee.— Noel & Co. v. Schuer (1918), 204 S. W. 632.

Texas.— Union Cold Storage & W. Co. v. Pitts (1913), 161 S. W. 1182.

Washington. — Rosenbaum v. Northern Pacific Ry. Co. (1918), 172 Pac. 238.

Section 35. The remedy for enforcing a lien herein provided does not preclude any other remedies allowed by law for the enforcement of a lien against personal property nor bar the right to recover so much of the warehouseman's claim as shall not be paid by the proceeds of the sale of the property.

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Section 36. After goods have been lawfully sold to satisfy a warehouseman's lien, or have been lawfully sold or disposed of because of their perishable or hazardous nature, the warehouseman shall not thereafter be liable for failure to deliver the goods to the depositor, or owner of the goods, or to a holder of the receipt given for the goods when they were deposited, even if such receipt be negotiable.

PART III.

Section 37. A negotiable receipt may be negotiated by delivery—

(a) Where, by the terms of the receipt, the warehouseman undertakes to deliver the goods to the bearer, or

(b) Where, by the terms of the receipt, the warehouseman undertakes to deliver the goods to the order of a specified person, and such person or a subsequent indorsee of the receipt has indorsed it in blank or to bearer.

Where, by the terms of a negotiable receipt, the goods are deliverable to bearer or where a negotiable receipt has been indorsed in blank or to bearer, any holder may indorse the same to himself or to any other specified person, and in such case the receipt shall thereafter be negotiated only by the indorsement of such indorsee.

Section 38. A negotiable receipt may be negotiated by the indorsement of the person to whose order the goods are, by the terms of the receipt, deliverable. Such indorsement may be in blank, to bearer or to a specified person. If indorsed to a specified person, it may be again negotiated by the indorsement of such person in blank, to bearer or to another specified person. Subsequent negotiation may be made in like manner.

North Dakota. — Dammann v. Schibsby Implement Co. (1915), 151 N. W. 985.

Section 39. A receipt which is not in such form that it can be negotiated by delivery may be transferred by the holder by delivery to a purchaser or donee.

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A non-negotiable receipt cannot be negotiated, and the indorsement of such a receipt gives the transferee no additional right.

Section 40. A negotiable receipt may be negotiated—

(a) By the owner thereof, or

(b) By any person to whom the possession or custody of the receipt has been entrusted by the owner, if, by the terms of the receipt, the warehouseman undertakes to deliver the goods to the order of the person to whom the possession or custody of the receipt has been entrusted, or if at the time of such entrusting the receipt is in such form that it may be negotiated by delivery.

United States.— Arbuthnot v. Cen. Tr. Co. of Ill. (1915), C. C. A., 7th Circuit, decided Jan. 23. 1915; In re Dreuil & Co. (1913), 205 Fed. 568; Commercial Bank v. Canal Bank (1916), 239 U. S. 520; In re Reishheimer (1917), 221 Fed. 16.

Section 41. A person to whom a negotiable receipt has been duly negotiated acquires thereby—

(a) Such title to the goods as the person negotiating the receipt to him had or had ability to convey to a purchaser in good faith for value, and also such title to the goods as the depositor or person to whose order the goods were to be delivered by the terms of the receipt had or had ability to convey to a purchaser in good faith for value, and

(b) The direct obligation of the warehouseman to hold possession of the goods for him according to the terms of the receipt as fully as if the warehouseman had contracted directly with him.

Minnesota.— Ammon v. Gamble Robinson Com. Co. (1910), 127 N. W. 448, 111 Minn. 452.

North Dakota.— St. Anthony & Dak. El. Co. (1910), 20 N. D. 18, 126 N. W. 1013; Dammann v. Schibsby Implement Co. (1915), 151 N. W. 985.

United States.— Arbuthnot v. Central Tr. Co. of Ill. (1915), C. C. A., 7th Circuit, decided Jan. 23, 1915; In re Dreuil & Co. (1913), 205 Fed. 568; Commercial Bank v. Canal Bank (1916), 239 U. S. 520; In re Richheimer (1917), 221 Fed. 16.

Washington.— Hancock v. Pacific Coast Elevator Co. (1919), 177 Pac. 639.

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Section 42. A person to whom a receipt has been transferred but not negotiated, acquires thereby, as against the transferor, the title of the goods, subject to the terms of any agreement with the transferor.

If the receipt is non-negotiable such person also acquires the right to notify the warehouseman of the transfer to him of such receipt, and thereby to acquire the direct obligation of the warehouseman to hold possession of the goods for him according to the terms of the receipt.

Prior to the notification of the warehouseman by the transferor or transferee of a non-negotiable receipt, the title of the transferee to the goods and the right to acquire the obligation of the warehouseman may be defeated by the levy of an attachment or execution upon the goods by a creditor of the transferor, or by a notification to the warehouseman by the transferor or a subsequent purchaser from the transferor of a subsequent sale of the goods by the transferor.

California.— Callahan v. Marshall (1912), 163 Cal. 552, 126 Pac. 358.

Iowa.— In re New Glenwood Canning Co. (1911), 150 Iowa, 696, 130 N. W. 800.

Missouri.— Wright v. Miss. Val. Tr. Co. (1910), 129 S. W. 407.

Oregon.— U. S. v. Oregon & Nav. Co. (1908), 159 Fed. 975.

United States.— In re Miller Pure Rye Dist. Co. (1910), 176 Fed. 606.

Section 43. Where a negotiable receipt is transferred for value by delivery and the indorsement of the transferor is essential for negotiation, the transferee acquires a right against the transferor to compel him to indorse the receipt, unless a contrary intention appears. The negotiation shall take effect as of the time when the indorsement is actually made.

Section 44. A person who for value negotiates or transfers a receipt by indorsement or delivery, including one who assigns for value a claim secured by a receipt, unless a contrary intention appears, warrants—

(a) That the receipt is genuine,

(b) That he has a legal right to negotiate or transfer it,

(c) That he has knowledge of no fact which would impair the validity or worth of the receipt, and

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(d) That he has a right to transfer the title to the goods and that the goods are merchantable or fit for a particular purpose whenever such warranties would have been implied, if the contract of the parties had been to transfer without a receipt the goods represented thereby.

New York.—Alvord v. Revillon Freres (1915), 151 N. Y. Supp. 920.

Section 45. The indorsement of a receipt shall not make the indorser liable for any failure on the part of the warehouseman or previous indorsers of the receipt to fulfill their respective obligations.

Section 46.—A mortgagee, pledgee or holder for security of a receipt who in good faith demands or receives payment of the debt for which such receipt is security, whether from a party to a draft drawn for such debt or from any other person, shall not by so doing be deemed to represent or warrant the genuineness of such receipt or the quantity or the quality of the goods therein described.

Section 47 The validity of the negotiation of a receipt is not impaired by the fact that such negotiation was a breach of duty on the part of the person making the negotiation, or by the fact that the owner of the receipt was induced by fraud, mistake, or duress to entrust the possession or custody of the receipt to such person if the person to whom the receipt was negotiated, or a person to whom the receipt was subsequently negotiated, paid value therefor, without notice of the breach of duty, or fraud, mistake, or duress.

United States.—Arbuthnot v. Cen. Tr. Co. of Ill. (1915), C. C. A., 7th Circuit, decided Jan. 23, 1915; In re Dreuil & Co. (1913), 205 Fed. 568; Commercial Bank v. Canal Bank (1916), 239 U. S. 520; In re Richheimer (1917), 221 Fed. 16.

Section 48. Where a person having sold, mortgaged, or pledged goods which are in a warehouse and for which a negotiable receipt has been issued, or having sold, mortgaged, or pledged the negotiable receipt representing such goods, continues in possession of the negotiable receipt, the subsequent negotiation thereof by that person under any sale, or other disposition thereof to any person receiving the same in good faith,

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for value and without notice of the previous sale, mortgage or pledge, shall have the same effect as if the first purchaser of the goods or receipt had expressly authorized the subsequent negotiation.

New York.— Ludwig, Baumann & Co. v. Roth (1910), 123 N. Y. Supp. 191, 57 Misc. 458.

Section 49. Where a negotiable receipt has been issued for goods, no seller's lien or right of stoppage in transitu shall defeat the rights of any purchaser for value in good faith to whom such receipt has been negotiated, whether such negotiation be prior or subsequent to the notification to the warehouseman who issued such receipt of the seller's claim to a lien or right of stoppage in transitu. Nor shall the warehouseman be obliged to deliver or justified in delivering the goods to an unpaid seller unless the receipt is first surrendered for concellation.

United States.—Arbuthnot v. Cen. Tr. Co. of Ill. (1915), C. C. A., 7th Circuit. decided Jan. 23, 1915; In re Richheimer (1917), 221 Fed. 16.

PART IV.

Section 50. A warehouseman, or any officer, agent, or servant of a warehouseman, who issues or aids in issuing a receipt knowing that the goods for which such receipt is issued have not been actually received by such warehouseman, or are not under his actual control at the time of issuing such receipt, shall be guilty of a crime, and upon conviction shall be punished for each offense by imprisonment not exceeding five years, or by a fine not exceeding five thousand dollars, or by both.

Section 51. A warehouseman, or any officer, agent or servant of a warehouseman, who fraudulently issues or aids in fraudulently issuing a receipt for goods knowing that it contains any false statement, shall be guilty of a crime and upon conviction shall be punished for each offense by imprisonment not exceeding one year, or by a fine not exceeding one thousand dollars, or by both.

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Section 52. A warehouseman, or any officer, agent or servant of a warehouseman, who issues or aids in issuing a duplicate or additional negotiable receipt for goods knowing that a former negotiable receipt for the same goods or any part of them is outstanding and uncancelled, without plainly placing upon the face thereof the word "Duplicate" except in the case of a lost or destroyed receipt after proceedings as provided for in Section 14, shall be guilty of a crime, and upon conviction shall be punished for each offense by imprisonment not exceeding five years, or by a fine not exceeding five thousand dollars, or by both.

Maryland. — State v. Gambrill (1911), 81 Atl. 10, 120 Md. 203.

Section 53. Where there are deposited with or held by a warehouseman goods of which he is owner, either solely or jointly or in common with others, such warehouseman, or any of his officers, agents, or servants who, knowing this ownership, issues or aids in issuing a negotiable receipt for such goods which does not state such ownership, shall be guilty of a crime, and upon conviction shall be punished for each offense by imprisonment not exceeding one year, or by a fine not exceeding one thousand dollars, or by both.

Section 54. A warehouseman, or any officer, agent, or servant of a warehouseman who delivers goods out of the possession of such warehouseman, knowing that a negotiable receipt the negotiation of which would transfer the right to the possession of such goods is outstanding and uncancelled, without obtaining the possession of such receipt at or before the time of such delivery, shall, except in the cases provided for in Sections 14 and 36, be found guilty of a crime, and upon conviction shall be punished for each offense by imprisonment not exceeding one year, or by a fine not exceeding one thousand dollars, or by both.

United States. — Clyde Steamship Co. v. Whaley (1917), 231 Fed. 77.

Section 55. Any person who deposits goods to which he has not title, or upon which there is a lien or mortgage, and who

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takes for such goods a negotiable receipt which he afterwards negotiates for value with intent to deceive and without disclosing his want of title or the existence of the lien or mortgage shall be guilty of a crime, and upon conviction shall be punished for each offense by imprisonment not exceeding one year, or by a fine not exceeding one thousand dollars, or by both.

PART V.

Section 56. In any case not provided for in this Act, the rules of law and equity, including the law merchant, and in particular the rules relating to the law of principal and agent and to the effect of fraud, misrepresentation, duress or coercion, mistake, bankruptcy, or other invalidating cause, shall govern.

Section 57. This Act shall be so interpreted and construed as to effectuate its general purpose to make uniform the law of those states which enact it.

United States.—Commercial Bank v. Canal Bank (1916), 239 U. S. 520.

Section 58. (1) In this Act, unless the context or subject matter otherwise requires—

"Action" includes counter claim, set-off, and suit in equity.

"Delivery" means voluntary transfer of possession from one person to another.

"Fungible goods" means goods of which any unit is, from its nature or by mercantile custom, treated as the equivalent of any other unit.

"Goods" means chattels or merchandise in storage, or which has been or is about to be stored.

"Holder" of a receipt means a person who has both actual possession of such receipt and a right of property therein.

"Order" means an order by indorsement on the receipt.

"Owner" does not include mortgagee or pledgee.

"Person" includes a corporation or partnership or two or more persons having a joint or common interest.

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To "purchase" includes to take as mortgagee or as pledgee.

"Purchaser" includes mortgagee and pledgee.

"Receipt" means a warehouse receipt.

"Value" is any consideration sufficient to support a simple contract. An antecedent or pre-existing obligation, whether for money or not, constitutes value where a receipt is taken either in satisfaction thereof or as security therefor.

"Warehouseman" means a person lawfully engaged in the business of storing goods for profit.

(2) A thing is done "in good faith" within the meaning of this Act, when it is in fact done honestly, whether it be done negligently or not.

Minnesota.— State v. Minn. & St. L. Ry. Co. (1911), 115 Minn. 116, 131 N. W. 1075.

New Jersey.— N. J. T. G. & T. Co. v. Rector (1910), 76 N. J. Eq. 587, 75 Atl 931.

New York.— First Commercial National Bank of Pontiac v. Valentine (1914), 148 N. Y. Supp. 792, 163 A. D. 709.

Pennsylvania.— Nat. Un. Bk. Reading v. Shearer (1909), 225 Pa. 470, 74 Atl. 351; Moore v. Thos. Moore Dist. Co. (1915), 93 Atl. 347.

Texas.— Exporters & Traders Compress & Warehouse Co. v. Wills (1918), Tex. Civ. App. 204 S. W. 1056; American Express Co. v. Duncan (1917), 193 S. W. 411.

West Virginia.—Belknap v. Baltimore & Ohio R. R. Co. (1917), 91 S. E. 656.

United States.— In re Rohrer (1911), 186 Fed. 997; Evans v. N. Y. & P. S. S. Co. (1908), 163 Fed. 405; Interstate Banking & Trust Co. v. Brown (1916), 225 Fed. 32.

Section 59. The provisions of this Act do not apply to receipts made and delivered prior to the taking effect of this Act.

Section 60. All Acts or parts of Acts inconsistent with this act are hereby repealed.

Maryland.— State v. Gambrill (1911), 81 Atl. 10, 120 Md. 203.

United States.— Interstate Banking & Trust Co. v. Brown (1916), 225 Fed. 32.

Section 61. This Act shall take effect on the day of , one thousand nine hundred and .

Section 62. This Act may be cited as the Uniform Warehouse Receipts Act.

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UNIFORM ANNULMENT OF MARRIAGE AND DIVORCE ACT

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UNIFORM ANNULMENT OF MARRIAGE AND DIVORCE ACT

A National Congress on Uniform Divorce Laws held a meeting in the City of Washington on February 19-22, 1906, and subsequently by adjournment in Philadelphia, November 13-14, 1906. The result of this conference was the drafting and recommending of the proposed Uniform Annulment of Marriage and Divorce Act.

By a resolution, the Conference of National Commissioners adopted at its fifteenth meeting, held at Narragansett Pier, Rhode Island, August 18-22, 1905, recognition of this Congress was given and the conference "promised" to aid the proposed Congress in any way within its power." In the Seventeenth Conference of the Commissioners, held at Portland, Me., August 22-24, 1907, the Committee on Marriage and Divorce reported that the Conference should recommend the act for adoption to the various states and territories and the District of Columbia. This was done by unanimous vote, August 24, 1907.

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	Ch. 86, p. 1411 Rev. 1915.	II Comp. Stat., p. 2021	Rev. 1917
Uniform Act Section No.	1907 Delaware.	1907 New Jersey	1909 Wisconsin.
1	3004*		2351
2	3005		2353
3	3006*		2356[b]
4	3007		2357*
5	3008		2360
6	3009		2348*
7	3010*		2355*
8	3011*		2355*
9	3012*		2355*
10	3013*		2355*
11	3020		2360f
12	3021*		2360g
13	3022		....
14	3023		2360i
15	3024		2360j
16	3025*		....
17	3026		....
18	3027		....
19	3028		2360h
20	3029		....
21	3030		....
22	3032		2361
23	....		....
24	....		....

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UNIFORM ANNULMENT OF MARRIAGE AND DIVORCE ACT

SECTION 1. Annulment, Causes for.
2. Divorce.
3. Divorce a Vinculo, Causes for.
4. Divorce a Mensa, Causes for.
5. Bars to Divorce.
6. Jurisdiction, in What Courts.
7. Jurisdiction, by Personal Service.
8. In Action for Divorce.
9. Jurisdiction, by Publication.
10. In Actions for Divorce.
11. Particeps Criminis.
12. Hearings and Trial.
13. Attorney, Appointment of.
14. Proof Required.
15. Impounding of Record, etc.
16. Decrees Nisi.
17. Absolute Decrees.
18. Decrees a Mensa.
19. Former Name of Wife.
20. Children, Legitimacy of. In Action by Wife.
21. In Action by Husband.
22. Foreign Decrees. Of Other States. Of Foreign Countries. Proviso. Evasion of Laws of this State.
23. Repealing Clause. Proviso.
24. When Act Shall Take Effect.

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UNIFORM ANNULMENT OF MARRIAGE AND DIVORCE ACT

Section 1.—(Annulment, Causes for.)—That a marriage may be annulled for any of the following causes existing at the time of the marriage:

(a) (Impotency, etc.) Incurable physical impotency, or incapacity for copulation, at the suit of either party: PROVIDED, That the party making the application was ignorant of such impotency or incapacity at the time of the marriage.

New Jersey.— Kaufman v. Kaufman (1916), 97 Atl. 490.

(b) (Consanguinity, etc.) Consanguinity or affinity according to the table of degrees established by law, at the suit of either party; but when any such marriage shall not have been annulled during the lifetime of the parties the validity thereof shall not be inquired into after the death of either party.

(c) (Former Marriage.) When such marriage was contracted while either of the parties thereto had a husband or wife living, at the suit of either party.

New Jersey.— Harned v. Harned (1907), 67 Atl. 180; Schaffer v. Krestovnikow (1917), 102 Atl. 246.

(d) (Fraud, etc.) Fraud, force or coercion, at the suit of the innocent and injured party, unless the marriage has been confirmed by the acts of the injured party.

Wisconsin.— C ——— v. C ——— (1914), 158 Wis. 301.

(e) (Insanity, Proviso.) Insanity of either party, at the suit of the other, or at the suit of the committee of the lunatic, or of the lunatic on regaining reason, unless such lunatic, after regaining reason, has confirmed the marriage: PROVIDED, That where the party compos mentis is the applicant, such party shall have been ignorant of the other's insanity at the time of the marriage, and shall not have confirmed it subsequent to the lunatic's regaining reason.

New Jersey.— Allen v. Allen (1916), 99 Atl. 309; Buffum v. Buffum (1915), 95 Atl. 363; Allen v. Allen (1916), 97 Atl. 256.

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(f) (Non-Age of Wife.) At the suit of the wife when she was under the age of sixteen years at the time of the marriage, unless such marriage be confirmed by her after arriving at such age.

(g) (Non-Age of Husband.) At the suit of the husband when he was under the age of eighteen at the time of the marriage, unless such marriage be confirmed by him after arriving at such age.

New Jersey.— Taub v. Taub (1917), 101 Atl. 246; Titsworth v. Titsworth (1910), N. J. Ch. 78 Atl. 687.

Section 2.—(Divorce.)—Divorce shall be of two kinds:

Wisconsin.— Shequin v. Shequin (1915), 161 Wis. 183.

(a) (*A Vinculo.*) Divorce from the bonds of matrimony, or divorce *a vincula matrimonii.*

(b) (*A Mensa.*) Divorce from bed and board, or divorce *a mensa et thoro.*

Section 3.—(Divorce *a Vinculo,* Causes for.)—The causes for divorce from the bonds of matrimony shall be:

(a) (Adultery.) Adultery.

Delaware.— Bancroft v. Bancroft (1911), 27 Del. 9; Knowles v. Knowles (1917), 29 Del. 458.

New Jersey.— Bowers v. Bowers (1918), 104 Atl. 831; Clark v. Clark (1911), 81 Atl. 1126; Moyer v. Moyer (1911), 81 Atl. 575; Ludentz v. Ludentz (1917), N. J. Ch. 102 Atl. 661; Ross v. Ross (1918), N. J. Ch. 104 Atl. 199; Smith v. Smith (1916), N. J. Ch. 98 Atl. 84; Tiger v. Tiger (1917), N. J. Ch. 100 Atl. 848; Willie v. Willie (1918), 103 Atl. 74.

(b) (Bigamy.) Bigamy, at the suit of the innocent and injured party to the first marriage.

New Jersey.— Gordon v. Gordon (1918), 105 Atl. 242.

(c) (Conviction, etc., for Crime. *Proviso.*) Conviction and sentence for crime by a competent court having jurisdiction, followed by a continuous imprisonment for at least two years, or in the case of indeterminate sentence, for at least one year;

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PROVIDED, That such conviction has been the result of trial in some one of the states of the United States, or in a Federal Court, or in some one of the territories, possessions or courts subject to the jurisdiction of the United States, or in some foreign country granting a trial by jury, followed by an equally long term of imprisonment.

(d) (Extreme Cruelty.) Extreme cruelty, on the part of either husband or wife, such as to endanger the life or health of the other party or to render cohabitation unsafe.

Delaware. — Elliott v. Elliott (1915), 28 Del. 406; McClenahan v. McClenahan (1911), 25 Del, 599.

New Jersey. — Calichio v. Calichio (1915), 96 Atl. 658.

Wisconsin. — Banks v. Banks (1916), 155 N. W. 916; Hiecke v. Hiecke (1916), 157 N. W. 747; Kopplin v. Kopplin (1915), 159 Wis. 559.

(e) (Desertion.) Wilful desertion for two years.

New Jersey. — Bridge v. Bridge (1915), N. J. Ch. 93 Atl. 690; Fry v. Fry (1917), N. J. Ch. 100 Atl. 839; Fraser v. Fraser (1917), 101 Atl. 58; Fisher v. Fisher (1915), 95 Atl. 970; Hague v. Hague (1915), 95 Atl. 192; Gordon v. Gordon (1918), N. J. Ch. 103 Atl. 31; Getz v. Getz (1913), N. J. Ch. 88 Atl. 376; Myles v. Myles (1910), 76 Atl. 1037; Jones v. Jones (1915), 93 Atl. 580; Martin v. Martin (1911). N. J. Ch. 79 Atl. 261; Rector v. Rector (1911), N. J. Ch. 79 Atl. 295; Raymond v. Raymond (1911), N. J. Ch. 79 Atl. 430; Oertel v. Oertel (1914), N. J. Ch. 90 Atl. 1006; Sutton v. Sutton (1914), 90 Atl. 280; Orens v. Orens (1917), N. J. Eq. 102 Atl. 436; Pozzi v. Pozzi (1917), 102 Atl. 665; Yawger v. Yawger (1913), N. J. Ch. 86 Atl. 419.

(f) (Drunkenness.) Habitual drunkenness for two years.

Delaware. — Smith v. Smith (1919), 105 Atl. 833.

Section 4.—(Divorce *a Mensa, Causes for.*)—The causes for divorce from a bed and board shall be:

(a) (Adultery.) Adultery.

(b) (Bigamy.) Bigamy, at the suit of the innocent and injured party to the first marriage.

(c) (Conviction, etc., for Crime. *Proviso.*) Conviction and sentence for crime by a competent court having jurisdiction, followed by a continuous imprisonment for at least two years,

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or in case of indeterminate sentence, for at least one year: PROVIDED, That such conviction has been the result of trial in some one of the states of the United States, or in a Federal Court, or in some one of the territories, possessions or courts subject to the jurisdiction of the United States, or in some foreign country granting a trial by jury, followed by an equally long term of imprisonment.

(d) (Extreme Cruelty.) Extreme cruelty, on the part of either husband or wife, such as to endanger the life or health of the other party or to render cohabitation unsafe.

New Jersey.— Boyle v. Boyle (1907), N. J. Ch. 67 Atl. 690; Casey v. Casey (1914), N. J. Ch. 93 Atl. 720; Thomas v. Thomas (1916), N. J. Ch. 103 Atl. 675; Thomas v. Thomas (1909), N. J. Ch. 74 Atl. 125.

(e) (Desertion.) Wilfull desertion for two years.

(f) (Drunkenness.) Habitual drunkenness for two years.

(g) (Insanity of Husband.) Hopeless insanity of the husband.

Section 5.—(Bars to Divorce.)—No decree for divorce shall be granted if it appears to the satisfaction of the court that the suit has been brought by collusion, or that the plaintiff has procured or connived at the offense charged, or has condoned it, or has been guilty of adultery not condoned.

Delaware.— Knowles v. Knowles (1917), 29 Del. 458.

New Jersey.— Dilatusch v. Dilatusch (1916), 98 Atl. 255; Engster v. Engster (1917), 101 Atl. 575; Greims v. Greims (1913), 83 Atl. 1001; Johnson v. Johnson (1911), N. J. Ch. 80 Atl. 119; Newton v. Newton (1916), N. J. Ch. 97 Atl. 294; Sheehan v. Sheehan (1910), N. J. Ch. 77 Atl. 1063; White v. White (1915), 95 Atl. 197.

Section 6.—(Jurisdiction, in What Courts.) The..... court of this state shall have and entertain jurisdiction of all actions for annulment of marriage, or for divorce.

Section 7.—(Jurisdiction, by Personal Service In Actions for Annulment.) For purposes of annulment of marriage, jurisdiction may be acquired by personal service upon the de-

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fendant within this state when either party is a *bona fide* resident of this state at the time of the commencement of the action.

Delaware.— Bethard v. Bethard (1914), 28 Del. 56.

New Jersey.— Hess v. Kimble (1911), N. J. Ch. 1 Atl. 363.

Section 8.—(In Action for Divorce.) For purposes of divorce, either absolute or from bed and board, jurisdiction may be acquired by personal service upon the defendant within this state, under the following conditions:

Delaware.— Bethard v. Bethard (1914), 28 Del. 56.

(a) (Exception.) When, at the time the cause of action arose, either party was a *bona fide* resident of this state, and has continued so to be down to the time of the commencement of the action; except that no action for absolute divorce shall be commenced for any cause other than adultery or bigamy, unless one of the parties has been for the two years next preceding the commencement of the action a bona fide resident of this state.

Delaware.— Carey v. Carey (1913), 28 Del. 53; Cohen v. Cohen (1912), 26 Del. 261.

New Jersey.— Berger v. Berger (1918), 105 Atl. 496; Flynn v. Flynn (1914), 92 Atl. 645; Slattery v. Slattery (1917), 102 Atl. 872.

Delaware.— Morris v. Morris (1912), 25 Del. 583; Sindowski v. Sindowski (1910), 25 Del. 547.

(b) (*Proviso.*) When, since the cause of action arose, either party has become, and for at least two years next preceding the commencement of the action has continued to be, a *bona fide* resident of this state: PROVIDED, The cause of action alleged was recognized in the jurisdiction in which such party resided at the time the cause of action arose, as a ground for the same relief asked for in the action in this state.

Section 9.—(Jurisdiction, by Publication. In Actions for Annulment.) When the defendant cannot be served personally within this state, and when at the time of the commencement of the action the plaintiff is a *bona fide* resident of this state, jurisdiction for the purpose of annulment of marriage may be ac

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quired by publication, to be followed, where practicable, by service upon or notice to the defendant without this state, or by additional substituted service upon the defendant within this state, as prescribed by law.

Section 10.—(In Actions for Divorce.) When the defendant cannot be served personally within this state, and when at the time of the commencement of the action the plaintiff is a *bona fide* resident of this state, jurisdiction for the purpose of divorce, whether absolute or from bed and board, may be acquired by publication, to be followed where practicable by service upon or notice to the defendant without this state, or by additional substituted service upon the defendant within this state, as prescribed by law, under the following conditions:

Delaware.— **Morris v. Morris** (1912), 25 Del. 583.

New Jersey.— **Flynn v. Flynn** (1914), 92 Atl. 645.

(a) (Exception.) When, at the time the cause of action arose, the plaintiff was a *bona fide* resident of this state, and has continued so to be down to the time of the commencement of the action; except that no action for absolute divorce shall be commenced for any cause other than adultery or bigamy, unless the plaintiff has been for the two years next preceding the commencement of the action a *bona fide* resident of this state.

(b) (*Proviso.*) When, since the cause of action arose, the plaintiff has become, and for at least two years next preceding the commencement of the action has continued to be, a *bona fide* resident of this state: PROVIDED, The cause of action alleged was recognized in the jurisdiction in which the plaintiff resided at the time the cause of action arose, as a ground for the same relief asked for in the action in this state.

Section 11.—(*Particeps Crimins.*) Any one charged as a *particeps criminis* shall be made a party, upon his or her application to the court, subject to such terms and conditions as the court may prescribe.

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Section 12.—(Hearings and Trials.) All hearings and trials shall be had before the court, and not before a master, referee, or any other delegated representative, and shall in all cases be public.

Delaware.— Bancroft v. Bancroft (1911), 27 Del. 9.

Section 13.—(Attorney, Appointment of.) In all uncontested cases, and in any other case where the court may deem it necessary or proper, a disinterested attorney may be assigned by the court actively to defend the case.

Section 14.—(Proof Required.) No decree for annulment of marriage, or for divorce, shall be granted unless the cause is shown by affirmative proof aside from any admissions on the part of the defendant.

Delaware.— Bancroft v. Bancroft (1911), 27 Del. 9.

Section 15.—(Impounding of Record, etc.) No record or evidence in any case shall be impounded, or access thereto refused.

Section 16.—(Decrees *Nisi*.) If after the hearing of any cause, or after a jury trial resulting in a verdict for the plaintiff, the court shall be of opinion that the plaintiff is entitled to a decree annulling the marriage, or to a decree for divorce from the bonds of matrimony, a decree *nisi* shall be entered.

Delaware.—In re Jones (1917) 102 Atl. 81; Jones v. Jones (1916), 29 Del. 141.

New Jersey.— Grant v. Grant (1914), N. J. Ch. 92 Atl. 791.

Section 17.—(Absolute Decrees.) A decree *nisi* shall become absolute after the expiration of one year from the entry thereof, unless appealed from or proceedings for review are pending, or the court before the expiration of said period for sufficient cause, upon its own motion, or upon the application of any party, whether interested or not, otherwise orders, and at the

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expiration of one year such final and absolute decree shall then be entered upon application to the court by the plaintiff, unless prior to that time cause be shown to the contrary.

Delaware.— Donovan v. Donovan (1910), 24 Del. 321; Krussman v. Krussman (1910), 25 Del. 25; Tebo v. Weld (1915), 28 Del. 259.

New Jersey.—Givernaud v. Givernaud (1913), N. J. Ch. 85 Atl. 830.

Section 18.—(Decree *a Mensa.*) In all cases of divorce from bed and board for any of the causes specified in section 4 of this act, the court may decree a separation forever thereafter, or for a limited time, as shall seem just and reasonable, with a provision that in case of a reconciliation at any time thereafter, the parties may apply for a revocation or suspension of the decree; and upon such application the court shall make such order as may be just and reasonable.

Section 19.—(Former Name of Wife.)—The court upon granting a divorce from the bonds of matrimony to a woman may allow her to resume her maiden name, or the name of a former deceased husband.

Section 20.—(Children, Legitimacy of. In action by Wife.) In an action brought by the wife, the legitimacy of any child born or begotten before the commencement of the action shall not be affected.

Section 21.—(In Action by Husband.)—In an action brought by the husband, the legitimacy of any child born or begotten before the commission of the offense charged shall not be affected; but the legitimacy of any other child of the wife may be determined as one of the issues of the action. All children begotten before the commencement of the action shall be presumed to be legitimate.

Section 22.—(Foreign Decrees. Of Other States. Of Foreign Countries. *Proviso.* Evasion of Laws of This State.)—Full faith and credit shall be given in all the courts of this state to a decree of annulment of marriage or divorce by a court of com-

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petent jurisdiction in another state, territory or possession of the United States when the jurisdiction of such court was obtained in the manner and in substantial conformity with the conditions prescribed in Sections 7, 8, 9 and 10 of this Act. Nothing herein contained shall be construed to limit the power of any court to give such effect to a decree of annulment or divorce by a court of a foreign country as may be justified by the rules of international comity: PROVIDED, That if any inhabitant of this state shall go into another state, territory or country in order to obtain a decree of divorce for a cause which occurred while the parties resided in this state, or for a cause which is not ground for divorce under the laws of this state, a decree so obtained shall be of no force or effect in this state.

Section 23.—(Repealing Clause. *Proviso.*)—The following Acts of Assembly and parts of Acts, viz:..... and all other Acts and parts of Acts of Assembly of this state, general, special or local, inconsistent with this Act, be and the same are hereby repealed: PROVIDED, That nothing in this Act contained shall affect or apply to any actions for annulment of marriage, or for divorce, now pending.

Section 24.—(When Act Shall Take Effect.)—This Act shall take effect on the day of A. D.

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UNIFORM BILLS OF LADING ACT

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UNIFORM BILLS OF LADING ACT

The first draft of this Act was submitted by Prof. Williston at the session of the Conference of Commissioners at St. Paul, Minn., in 1906. In the light of the suggestions received from different sources a second draft of the Act was prepared and submitted to the Conference in 1907 at its meeting in Portland, Maine. After consideration, a third tentative draft was prepared and distributed in 1908 and considered by the Conference at its meeting in Seattle, Wash. In 1909 a fourth tentative draft was prepared and considered. In the light of all the suggestions and criticisms that had been made by various shippers, bankers and carriers as well as representatives of some of the law schools, and after full debate this draft was adopted by the Conference of Commissioners at Detroit in August, 1909. The Act was adopted by Maryland and Massachusetts in 1910. It is now the law of twenty-two jurisdictions. These are: California, 1915; Connecticut, 1911; Idaho, 1915; Illinois, 1911; Iowa, 1917; Louisiana, 1912; Maine, 1917; Maryland, 1910; Massachusetts, 1910; Michigan, 1911; Minnesota, 1917; Missouri, 1917; New Hampshire, 1917; New York, 1911; Ohio, 1911; Pennsylvania, 1911; Rhode Island, 1914; Vermont, 1915; Washington, 1915; Wisconsin, 1917; Alaska, 1913, Philippine Islands, ——?

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	Laws 1913, ch. 59, p. 139.	Rev. St. 1918, p. 1293.	Sessions Laws, ch. 16, p. 53.	Ill. Stat. Ann. Rev. 1913.	Supp. 1913 Code, Rev. Stat.	Merr's Ann. Rev. Stat.
Uniform Act Sec. No.	1913 Alaska.	1911 Conn.	1915 Idaho.	1911 Illinois.	1911 Iowa.	1912 Louisiana.
1	1	4613	1	2166	3138b	5062
2	2	4614	2	2167	3138b1	5063
3	3	4615	3	2168	3138b2	5064
4	4	4616	4	2169	3138b3	5065
5	5	4617	5	2170	3138b4	5066
6	6	4618	6	2171	3138b5	5067
7	7	4619	7	2172	3138b6	5068
8	8	4620	8	2173	3138b7	5069
9	9	4621	9	2174	3138b8	5070
10	10	4622	10	2175	3138b9	5071
11	11	4623	11	2176	3138b10	5072
12	12	4624	12	2177	3138b11	5073
13	13	4625	13	2178	3138b12	5074
14	14	4626	14	2179	3138b13	5075
15	15	4627	15	2180	3138b14	5076
16	16	4628	16	2181	3138b15	5077
17	17	4629	17	2182	3138b16	5078
18	18	4630	18	2183	3138b17	5079
19	19	4631	19	2184	3138b18	5080
20	20	4632	20	2185	3138b19	5081
21	21	4633	21	2186	3138b20	5082
22	22	4634	22	2187	3138b21	5083
23	23	4635	23	2188	3138b22	5084
24	24	4636	24	2189	3138b23	5085
25	25	4637	25	2190	3138b24	5086
26	26	4638	26	2191	3138b25	5087
27	27	4639	27	2192	3138b26	5088
28	28	4640	28	2193	3138b27	5089
29	29	4641	29	2194	3138b28	5090
30	30	4642	30	2195	3138b29	5091
31	31	4643	31	2196	3138b30	5092
32	32	4644	32	2197	3138b31	5093
33	33	4645	33	2198	3138b32	5094
34	34	4646	34	2199	3138b33	5095
35	35	4647	35	2200	3138b34	5096
36	36	4648	36	2201	3138b35	5097
37	37	4649	37	2202	3138b36	5098
38	38	4650	38	2203	3138b37	5099
39	39	4651	39	2204	3138b38	5100
40	40	4652	40	2205	3138b39	5101
41	41	4653	41	2206	3138b40	5102
42	42	4654	42	2207	3138b41	5103
43	43	4655	43	2208	3138b42	5104
44	44	4656	44	2209	3138b43	5105
45	45	4657	45	2210	3138b44	5106
46	46	4658	46	2211	3138b45	5107
47	47	4659	47	2212	3138b46	5108
48	48	4660	48	2213	3138b47	5109
49	49	4661	49	2214	3138b48	5110
50	50	4662	50	2215	3138b49	5111

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	Laws 1913, ch. 59, p. 139.	Rev. St. 1918, p. 193	Sessions Laws, ch. 16, p. 53.	Ill. Stat. Ann. Rev. 1913.	Supp. 1913 Code, Rev. Stat.	Marr's Ann. Rev. Stat.
Uniform Act Sec. No.	1913 Alaska.	1911 Conn.	1915 Idaho.	Illinois.	1911 Iowa.	1912 Louisiana.
51	51	4663	51	2216	3138b50	5112
52	52	4664	52	2217	3138b51	5113
53	53	4665	53	2218	3138b52	5114
54	54	4666	54	2219	3138b53	5115
55	55	....	55	2220	3138b54	....
56	56	....	..	....	3138b55	....
57	57	4667	56	2221	3138b56	5116

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	Laws 1910, ch. 132.	Laws 1910, ch. 336.	Laws 1910, p. 149.	Comp. Laws, 1915.	Gen. Stat. Minn. Supp. 1917, ch. 393.	Laws 1917, p. 564.	Laws 1917, ch. 81, p. 543.
Uniform Act Sec. No.	1917 Maine.	1910 Md.	1910 Mass.	1911 Mich.	1917 Minn.	1917 Mo.	1917 N. H.
1	1	1	1	8174	4434–1	1	1
2	2	2	2	8175	4434–2	2	2
3	3	3	3	8176	4434–3	3	3
4	4	4	4	8177	4434–4	4	4
5	5	5	5	8178	4434–5	5	5
6	6	6	6	8179	4434–6	6	6
7	7	7	7	8180	4434–7	7	7
8	8	8	8	8181	4434–8	8	8
9	9	9	9	8182	4434–9	9	9
10	10	10	10	8183	4434–10	10	10
11	11	11	11	8184	4434–11	11	11
12	12	12	12	8185	4434–12	12	12
13	13	13	13	8186	4434–13	13	13
14	14	14	14	8187	4434–14	14	14
15	15	15	15	8188	4434–15	15	15
16	16	16	16	8189	4434–16	16	16
17	17	17	17	8190	4434–17	17	17
18	18	18	18	8191	4434–18	18	18
19	19	19	19	8192	4434–19	19	19
20	20	20	20	8193	4434–20	20	20
21	21	21	21	8194	4434–21	21	21
22	22	22	22	8195	4434–22	22	22
23	23	23	23	8196	4434–23	23	23
24	24	24	24	8197	4434–24	24	24
25	25	25	25	8198	4434–25	25	25
26	26	26	26	8199	4434–26	26	26
27	27	27	27	8200	4434–27	27	27
28	28	28	28	8201	4434–28	28	28
29	29	29	29	8202	4434–29	29	29
30	30	30	30	8203	4434–30	30	30
31	31	31	31	8204	4434–31	31	31
32	32	32	32	8205	4434–32	32	32
33	33	33	33	8206	4434–33	33	33
34	34	34	34	8207	4434–34	34	34
35	35	35	35	8208	4434–35	35	35
36	36	36	36	8209	4434–36	36	36
37	37	37	37	8210	4434–37	37	37
38	38	38	38	8211	4434–38	38	38
39	39	39	39	8212	4434–39	39	39
40	40	40	40	8213	4434–40	40	40
41	41	41	41	8214	4434–41	41	41
42	42	42	42	8215	4434–42	42	42
43	43	43	43	8216	4434–43	43	43
44	44	44	44	8217	4434–44	44	44
45	45	45	45	8218	4434–45	45	45
46	46	46	46	8219	4434–46	46	46
47	47	47	47	8220	4434–47	47	47
48	48	48	48	8221	4434–48	48	48

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	Laws 1910, ch. 152.	Laws 1910, ch. 336.	Laws 1910, p. 149.	Comp. Laws, 1915.	Gen. Stat. Minn. Supp. 1917, ch. 393.	Laws 1917, p. 564.	Laws 1917, ch. 81, p. 543.
Uniform Act Sec. No.	1917 Maine.	1910 Md.	1910 Mass.	1911 Mich.	1917 Minn.	1917 Mo.	1917 N. H.
49	49	49	49	8222	4434–49	49	49
50	50	50	50	8223	4434–50	50	50
51	51	51	51	8224	4434–51	51	51
52	52	52	52	8225	4434–52	52	52
53	53	53	53	8226	4434–53	53	53
54	54	54	54	8227	4434–54	54	54
55	55	55	55	8228	4434–55	55	55
56	..	..	56	....	4434–56	..	56
57	56	56	57	8229	4134–57	56	57

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	Pers. Prop. Law.	Ohio Gen. Code, p. 8993.	Laws 1914, ch. 1029, p. 17.	Laws 1915, p. 239.	Code, 1915	Laws 1917, ch. 179.
Uniform Act Sec. No.	1911 N. Y.	1911 Ohio.	1914 R. I.	1915 Vt.	1915 Wash.	1917 Wisc.
1	187	8993–1	1	1	3385–1	1684n–1
2	188	8993–1	2	2	3385–2	1684n–2
3	189	8993–2	3	3	3385–3	1684n–3
4	190	8993–3	4	4	3385–4	1681n–4
5	191	8993–4	5	5	3385–5	1685n–5
6	192	8993–5	6	6	3385–6	1684n–6
7	193	8993–6	7	7	3385–7	1684n–7
8	194	8993–7	8	8	3385–8	1684n–8
9	195	8993–8	9	9	3385–9	1684n–9
10	196	8993–9	10	10	3385–10	1684n–10
11	197	8993–10	11	11	3385–11	1684n–11
12	198	8993–11	12	12	3385–12	1684n–12
13	199	8993–12	13	13	3385–13	1684n–13
14	200	8993–13	14	14	3385–14	1684n–14
15	201	8993–14	15	15	3385–15	1684n–15
16	202	8993–15	16	16	3385–16	1684n–16
17	203	8993–16	17	17	3385–17	1684n–17
18	294	8993–17	18	18	3385–18	1684n–18
19	205	8993–18	19	19	3385–19	1684n–19
20	206	8993–19	20	20	3385–20	1684n–20
21	207	8993–20	21	21	3385–21	1684n–21
22	208	8993–21	22	22	3385–22	1684n–22
23	209	8993–22	23	23	3385–23	1684n–23
24	210	8993–23	24	24	3385–24	1684n–24
25	211	8993–24	25	25	3385–25	1684n–25
26	212	8993–25	26	26	3385–26	1684n–26
27	213	8993–26	27	27	3375–27	1684n–27
28	214	8993–27	28	28	3385–28	1684n–28
29	215	8993–28	29	29	3385–29	1684n–29
30	216	8993–29	30	30	3385–30	1684n–30
31	217	8993–30	31	31	3385–31	1684n–31
32	218	8993–31	32	32	3385–32	1684n–32
33	219	8993–32	33	33	3385–33	1684n–33
34	220	8993–33	34	34	3385–34	1684n–34
35	221	8993–34	35	35	3385–35	1684n–35
36	222	8993–35	36	36	3385–36	1684n–36
37	223	8993–36	37	37	3385–37	1684n–37
38	224	8993–37	38	38	3385–38	1684n–38
39	225	8993–38	39	39	3385–39	1684n–39
40	226	8993–39	40	40	3385–40	1684n–40
41	227	8993–40	41	41	3385–41	1684n–41
42	228	8993–41	42	42	3385–42	1684n–42
43	229	8993–42	43	43	3385–43	1684n–43
44	230	8993–43	44	44	3385–44	1684n–44
45	231	8993–44	45	45	3385–45	1684n–45
46	232	8993–45	46	46	3385–46	1684n–46
47	233	8993–46	47	47	3385–47	1684n–47
48	234	8993–47	48	48	3385–48	1684n–48
49	235	8993–48	49	49	3385–49	1684n–49

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	Pers. Prop. Law.	Ohio Gen. Code, p. 8993.	Laws 1914, ch. 1029, p. 17.	Laws 1915, p. 239.	Code, 1915.	Laws 1917, ch. 179.
Uniform Act Sec. No.	1911 N. Y.	1911 Ohio.	1914 R. I.	1915 Vt.	1915 Wash.	1917 Wisc.
50	236	8993–49	50	50	3385–50	1684n–50
51	237	8993–50	51	51	3385–51	1684n–51
52	238	8993–51	52	52	3385–52	1684n–52
53	239	8993–52	53	53	3385–53	1684n–53
54	240	8993–53	54	54	3385–54	1684n–54
55	241	.....	55	55	3385–55	.....
56	...	8993–54	56	56	.....	.....
57	...	.....	57	57	3385–56	1684n–55

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UNIFORM BILLS OF LADING ACT

SECTION 1. Bills Governed by This Act.
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27. Effect of Sale.
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35. Warranties on Sale of Bill.
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42. Negotiation Defeats Vendor's Lien.
43. When Rights and Remedies Under Mortgages and Liens are Not Limited.
44. Issue of Bill for Goods Not Received.
45. Issue of Bill Containing False Statement.
46. Issue of Duplicate Bills Not so Marked.
47. Negotiation of Bill for Mortgaged Goods.
48. Negotiation of Bill When Goods are Not in Carrier's Possession.
49. Inducing Carrier to Issue Bill When Goods Have Not Been Received.
50. Issue of Non-Negotiable Bill Not so Marked.
51. Rule for Cases Not Provided for in This Act.
52. Interpretation Shall Give Effect to Purpose of Uniformity.
53. Definitions.
54. Act Does Not Apply to Existing Bills.
55. Inconsistent Legislation Repealed.
56. Time When the Act Takes Effect.
57. Name of Act.

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PART I.

The Issue of Bills of Lading.

Section 1.—(Bills Governed by this Act.)—Bills of Lading issued by any common carrier shall be governed by this Act.

Arkansas.— Prescott & N. W. R. Co. v. Davis (1916), 191 S. W. 210.

Massachusetts.— South Deerfield Onion Storage Co. v. N. Y., N. H. & H. R. R. Co. (1916), 111 N. E. 367.

New Jersey.— Olivit Bros. v. Pa. R. R. Co. (1916), 96 Atl. 582.

New York.— Mayer v. Southern Pac. Co. (1916), 159 N. Y. Supp. 93; Greenwald v. N. Y. Cent. & H. R. R. R. Co. (1916), 159 N. Y. Supp. 15.

North Carolina.— Davis v. Norfolk & S. R. R. (1916), 90 S. E. 123.

Section 2.—(Forms of Bills. Essential Terms.)—Every bill must embody within its written or printed terms;

(a) The date of its issue,

(b) The name of the person from whom the goods have been received,

(c) The place where the goods have been received,

(d) The place to which the goods are to be transported,

(e) A statement whether the goods received will be delivered to a specified person, or to the order of a specified person,

(f) A description of the goods or of the packages containing them which may, however, be in such general terms as are referred to in Section 23, and

(g) The signature of the carrier.

A negotiable bill shall have the words "order of" printed thereon immediately before the name of the person upon whose order the goods received are deliverable.

A carrier shall be liable to any person injured thereby for the damage caused by the omission from a negotiable bill of any of the provisions required in this section.

Alabama.— National Park Bank of New York v. Louisville R. Co. (1917), 74 So. 69.

New York.— Dobbins v. Del. L. & W. R. R. (1917), 177 App. Div. 132, 162 N. Y. Supp. 849; Knight v. Delaware & Hudson Co. (1917), 165 N. Y. Supp. 583.

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North Dakota.— Knapp v. Minn. St. P. & S. S. M. R. R. Co. (1916), 34 N. D. 466, 159 N. W. 81.

Oklahoma.— Chicago R. I. & P. Ry. Co. v. Cleveland (1916), 160 Pac. 328.

Section 3.—(Forms of Bills. What Terms may be Inserted.) A carrier may insert in a bill, issued by him, any other terms and conditions, provided that such terms and conditions shall not;

(a) Be contrary to law or public policy, or

(b) In any wise impair his obligation to exercise at least that degree of care in the transportation and safe-keeping of the goods entrusted to him which a reasonably careful man would exercise in regard to similar goods of his own.

Kansas.— McCullough v. Missouri Ry. Co. (1916), 160 Pac. 214.

Michigan.— King v. Van Slack (1916), 159 N. W. 157.

New Jersey.— Olivit Bros. v. Pa. R. R. Co. (1916), 96 Atl. 582; Sprottley v. Delaware L. & W. R. Co. (1917), 101 Atl. 518.

New York.—Dodge and Dent Mfg. Co. v. Penn. R. Co. (1916), 175 App. Div. 823, 162 N. Y. Supp. 349; Dobbins v. Del. L. & W. R. R. (1917), 177 App. Div. 132, 162 N. Y. Supp. 849; Omnstein v. New York Cent. R. R. Co. (1917), 179 App. Div. 465, 165 N. Y. Supp. 996.

South Dakota.— Strommer v. Chicago M. & St. R. Co. (1917), 161 N. W. 346.

Vermont.— Charles Bianchi & Sons v. Montpelier (1918), 104 Atl. 144.

United States.— Gilchrist Trans. Co. v. Boston Ins. Co. (1915), 223 Fed. 716, C. C. A., 6th Cir.; "The Jennie" (1915), 225 Fed. Rep. 178, U. D. D. Ct., W. D. Wash.

Section 4.—(Definition of Non-Negotiable or Straight Bill.) A bill in which it is stated that the goods are consigned or destined to a specified person, is a non-negotiable or straight bill.

Massachusetts.—Porter v. Oceanic S. S. Co. of Savannah (1916), 111 N. E. 864.

Section 5.—(Definition of Negotiable or Order Bill.) A bill in which it is stated that the goods are consigned or destined to the order of any person named in such bill, is a negotiable or order bill.

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Any provision in such a bill that it is non-negotiable shall not affect its negotiability within the meaning of this Act.

Section 6.—(Negotiable Bills Must Not Be Issued in Sets.) Negotiable bills issued in this state for the transportation of goods to any place in the United States on the continent of North America, except Alaska, shall not be issued in parts or sets.

If so issued the carrier issuing them shall be liable for failure to deliver the goods described therein to any one who purchases a part for value in good faith, even though the purchase be after the delivery of the goods by the carrier to a holder of one of the other parts.

Section 7.—(Duplicate Negotiable Bills Must be so Marked.) —When more than one negotiable bill is issued in this state for the same goods to be transported to any place in the United States on the continent of North America, except Alaska, the word "duplicate" or some other word or words indicating that the document is not an original bill shall be placed plainly upon the face of every such bill, except the one first issued. A carrier shall be liable for the damage caused by his failure so to do to any one who has purchased the bill for value in good faith as an original, even though the purchase be after the delivery of the goods by the carrier to the holder of the original bill.

Georgia.—Bowman and Tarpley v. Atlantic Ice & Coal Co. (1916), 91 S. E. 215.

Section 8.—(Non-Negotiable Bills Shall be so Marked.)— A non-negotiable bill shall have placed plainly upon its face by the carrier issuing it "non-negotiable" or "not negotiable."

This section shall not apply, however, to memoranda or acknowledgments of an informal character.

Section 9.—(Insertion of Name of Person to be Notified.)— The insertion in a negotiable bill of the name of a person to be notified of the arrival of the goods shall not limit the negotia-

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bility of the bill, or constitute notice to a purchaser thereof of any rights or equities of such person in the goods.

New York.— Canandaigua Nat. Bk. v. C. C. C. & St. P. Ry. (1913), 139 N. Y. Supp. 561, 155 A. D. 53; Dodge & Dent Mfg. Co. v. Penn. R. Co. (1916), 175 App. Div. 823, 162 N. Y. Supp. 549.

United States.— King v. Barbanie (1917), 161 C. C. A. 311, 249 Fed. 303.

Section 10.—(Acceptance of Bill Indicates Assent to its Terms.)—Except as otherwise provided in this Act, where a consignor receives a bill and makes no objection to its terms or conditions at the time he receives it, neither the consignor nor any person who accepts delivery of the goods, nor any person who seeks to enforce any provision of the bill, shall be allowed to deny that he is bound by such terms and conditions, so far as they are not contrary to the law or public policy.

Arkansas.— Prescott & N. W. R. Co. v. Davis (1916), 191 S. W. 210.

Georgia.— Southern R. R. Co. v. Massee & Felton Lumber Co. (1919), 98 S. E. 106.

Iowa.— Chicago, R. I. & P. Ry. Co. v. McElhany (1917), 165 N. W. 67.

Maine.— Lewis Poultry Co. v. New York Cent. R. R. Co. (1919), 105 Atl. 109.

Massachusetts.—Porter v. Oceanic S. S. Co. of Savannah (1916), 111 N. E. 864; Aradalow v. N. Y. N. H. & H. R. R. (1916), 225 Mass. 235, 114 N. E. 297; Keystone Grape Co. v. Hustes (1919), 122 N. E. 269.

Michigan.— King v. Van Slack (1916), 159 N. W. 157.

Minnesota.—Quinn-Sheperdson Co. v. Great Northern Ry. Co. (1918), 169 N. W. 422.

New Jersey.— Olicit Bros. v. Pa. R. R. Co. (1916), 96 Atl. 582.

New York.— Bevo v. Erie Ry. Co. (1916), 176 App. Div. 241, 163 N. Y. Supp. 114; Boyle v. Bush Term. R. Co. (1912), 136 N. Y. Supp. 355, 151 A. D. 551; Central R. R. of N. J. v. Berry (1917), 99 Misc. 560, 165 N. Y. Supp. 1041; Dodge & Dent Mfg. Co. v. Penn. R. Co. (1916), 175 App. Div. 823, 162 N. Y. Supp. 549; DeRochemont v. Boston & Maine R. R. Co. (1916), 157 N. Y. Supp. 177; Siebert v. Erie R. R. (1916), 173 N. Y. Supp. 111.

United States.— Missouri K. & T. Ry. Co. of Texas v. Ward (1917), 244 U. S. 383, 37 Sup. Ct. 617.

Vermont.— Charles Bianchi & Sons v. Montpelier (1918), 104 Atl. 144.

Washington.— John Vittucci Co. v. Canadian Pac. Ry. Co. (1918), 174 Pac. 981; Oregon-Washington R. & Nev. Co. v. Seattle Grain Co. (1919), 178 Pac. 648.

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PART II.

Obligation and Rights of Carriers Upon Their Bills of Lading.

Section 11.—(Obligation of Carrier to Deliver.)—A carrier, in the absence of some lawful excuse, is bound to deliver goods upon a demand made either by the consignee named in the bill for the goods, or if the bill is negotiable, by the holder thereof, if such demand is accompanied by:

(a) An offer in good faith to satisfy the carrier's lawful lien upon the goods,

(b) An offer in good faith to surrender, properly indorsed, the bill which was issued for the goods, if the bill is negotiable, and

(c) A readiness and willingness to sign, when the goods are delivered, an acknowledgment that they have been delivered, if such signature is requested by the carrier.

In case the carrier refuses or fails to deliver the goods in compliance with a demand by the consignee or holder so accompanied, the burden shall be upon the carrier to establish the existence of a lawful excuse for such refusal or failure.

Iowa.— Davenport Savgs. Bk. v. Chi. R. I. & Pa. Ry. Co. (1916), 158 N. W. 737.

Massachusetts.— Voghel v. N. Y., N. H. & H. R. R. (1913), 216 Mass. 165, 103 N. E. 286.

New Jersey.—Pennsylvania R. Co. v. Townsend (1917), 100 Atl. 855.

New York.— Boyle v. Bush Term. Co. (1914), 210 N. Y. 389, 104 N. E. 933; Brewster v. N. Y. C. & H. R. R. Co. (1911), 129 N. Y. Supp. 368, 145 App. Div. 51; Cheney Piano Co. v. N. Y. C. & H. R. Co. (1914), 148 N. Y. Supp. 108, 85 Misc 157; Plumb v. J. W. Hallaner & Sons Co. (1911), 130 N. Y. Supp. 147, 145 A. D. 20; Tweedie Trading Co. v. Craig (1913), 144 N. Y. Supp. 64, 159 A. D. 192.

North Carolina.—Killingsworth v. Norfolk & Co. R. R. (1916), 87 S. E. 947.

Texas.— Gulf C. & S. F. Ry. Co. v. Nickel (1916), 191 S. W. 576, Tex. Civ. App.

Section 12.—(Justification of Carrier in Delivering.)—A carrier is justified, subject to the provisions of the three following sections, in delivering goods to one who is:

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(a) A person lawfully entitled to the possession of the goods, or

(b) The consignee named in a non-negotiable bill for the goods, or

(c) A person in possession of a negotiable bill for the goods by the terms of which the goods are deliverable to his order, or which has been indorsed to him or in blank by the consignee or by the mediate or immediate indorsee of the consignee.

Iowa.— Davenport Savgs. Bk. v. Chi. R. I. & Pa. Ry. Co. (1916), 158 N. W. 737; Famous Mfg. Co. v. Chicago & N. W. R. Co. (1914), 147 N. W. 754.

Massachusetts.—Porter v. Oceanic S. S. Co. of Savannah (1916), 111 N. E. 864.

New York.— Mayer v. Southern Pac. Co. (1916), 159 N. Y. Supp. 93.

Tennessee.— Louisville & N. R. Co. v. McKay & Morgan (1916), 182 S. W. 585.

Section 13.—(Carrier's Liability for Misdelivery.)—Where a carrier delivers goods to one who is not lawfully entitled to the possession of them, the carrier shall be liable to any one having a right of property or possession in the goods if he delivered the goods otherwise than as authorized by subdivisions (b) and (c) of the preceding section; and, though he delivered the goods as authorized by either of said subdivisions, he shall be so liable if prior to such delivery he:

(a) Had been requested, by or on behalf of a person having a right of property or possession in the goods, not to make such delivery, or

(b) Had information at the time of the delivery that it was to a person not lawfully entitled to the possession of the goods.

A request or information to be effective within the meaning of this section must be given to an officer or agent of the carrier, the actual or apparent scope of whose duties includes action upon such a request or information, and must be given in time to enable the officer or agent to whom it is given, acting with reasonable diligence, to stop delivery of the goods.

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Iowa.— Davenport Savgs. Bk. v. Chi. R. I. & Pa. Ry. Co. (1916), 158 N. W. 737.

Micnigan.— Nelson Grain Co. v. Ann Arbor R. R. Co. (1913), 174 Mich. 80, 140 N. W. 486; Thomas v. Blair (1915), 151 N. W. 1041.

New York.— Mayer v. Southern Pac. Co. (1916), 159 N. Y. Supp. 93; Miles Mfg. Co. v. No. Ger. Lloyd S. S. Co. (1915), 151 N. Y. Supp. 881.

Tennessee.— Louisville & N. R. Co. v. McKay & Morgan (1916), 182 S. W. 585.

United States.— N. Y. Cent. & H. R. R. v. Bank of Holly Springs (1916), 236 Fed. 562, decree modified 195 Fed. 456.

Section 14.—(Negotiable Bills Must be Cancelled When Goods Delivered.)—Except as provided in Section 27, and except when compelled by legal process, if a carrier delivers goods for which a negotiable bill had been issued, the negotiation of which would transfer the right to the possession of the goods, and fails to take up and cancel the bill, such carrier shall be liable for failure to deliver the goods to any one who for value and in good faith purchases such bill, whether such purchaser acquired title to the bill before or after the delivery of the goods by the carrier, and notwithstanding delivery was made to the person entitled thereto.

Georgia.— Southern R. R. Co. v. Massee & Felton Lumber Co. (1919), —— Ga. App. ——, 98 S. E. 106.

Illinois.— Babbitt v. Grand Trunk Ry. Co. (1918), 120 N. E. 803.

Iowa.— Chicago R. I. & P. Ry. Co. v. McElhany (1917), 165 N. W. 67; Midland Linseed Co. v. American Liquid Fireproofing Co. (1917), 166 N. W. 573.

Massachusetts.— Keystone Grape Co. v. Hustes (1919), 122 N. E. 269.

Minnesota.—Quinn-Shepardson Co. v. Great Northern Ry. Co. (1918), 169 N. W. 422.

United States.—King v. Barbanie (1917), 161 C. C. A. 311, 249 Fed. 303.

Section 15.—(Negotiable Bills Must be Cancelled or Marked When Parts of Goods Delivered.)—Except as provided in Section 27, and except when compelled by legal process, if a carrier delivers part of the goods for which a negotiable bill had been issued and fails either:

(a) To take up, and cancel the bill, or

(b) To place plainly upon it a statement that a portion of

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the goods has been delivered, with a description, which may be in general terms, either of the goods or packages that have been so delivered or of the goods or packages which still remain in the carrier's possession, he shall be liable for failure to deliver all the goods specified in the bill, to any one who for value and in good faith purchases it, whether such purchaser acquired title to it before or after the delivery of any portion of the goods by the carrier, and notwithstanding such delivery was made to the person entitled thereto.

Section 16.—(Altered Bills.)—Any alteration, addition or erasure in a bill after its issue without authority from the carrier issuing the same either in writing or noted on the bill shall be void, whatever be the nature and purpose of the change, and the bill shall be enforceable according to its original tenor.

Kentucky.— Cincinnati N. O. & T. P. Ry. Co. v. Luke (1916), 186 S. W. 875, 171 Ky. 50.

Section 17.—(Lost or Destroyed Bills.)—Where a negotiable bill has been lost or destroyed, a court of competent jurisdiction may order the delivery of the goods upon satisfactory proof of such loss or destruction and upon the giving of a bond with sufficient surety to be approved by the court to protect the carrier or any person injured by such delivery from any liability or loss, incurred by reason of the original bill remaining outstanding. The court may also in its discretion order the payment of the carrier's reasonable costs and counsel fees.

The delivery of the goods under an order of the court as provided in this section, shall not relieve the carrier from liability to a person to whom the negotiable bill has been or shall be negotiated for value without notice of the proceedings or of the delivery of the goods.

Section 13.—(Effect of Duplicate Bills.)—A bill upon the face of which the word "duplicate" or some other word or words indicating that the document is not an original bill is placed plainly shall impose upon the carrier issuing the same

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the liability of one who represents and warrants that such bill is an accurate copy of an original bill properly issued but no other liability.

Section 19.—(Carrier Cannot Set Up Title in Himself.)—No title to goods or right to their possession, asserted by a carrier for his own benefit, shall excuse him from liability for refusing to deliver the goods according to the terms of a bill issued for them, unless such title or right is derived directly or indirectly from a transfer made by the consignor or consignee after the shipment, or from the carrier's lien.

Section 20.—(Interpleader of Adverse Claimants.)—If more than one person claims the title or possession of goods, the carrier may require all known claimants to interplead, either as a defense to an action brought against him for non-delivery of the goods, or as an original suit, whichever is appropriate.

Section 21.—(Carrier has Reasonable Time to Determine Validity of Claims.)—If some one other than the consignee or person in possession of the bill, has a claim to the title or possession of the goods, and the carrier has information of such claim, the carrier shall be excused from liability for refusing to deliver the goods either to the consignee or person in possession of the bill, or to the adverse claimant, until the carrier has had a reasonable time to ascertain the validity of the adverse claim or to bring legal proceedings to compel all claimants to interplead.

Section 22.—(Adverse Title is no Defense, Except as Above Provided.)—Except as provided in the two preceding sections and in section 12, no right or title of a third person unless enforced by legal process shall be a defence to an action brought by the consignee of a non-negotiable bill or by the holder of a negotiable bill against the carrier for failure to deliver the goods on demand.

Section 23.—(Liability for Non-Receipt or Misdescription of Goods.)—If a bill of lading has been issued by a carrier or on

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his behalf by an agent or employee the scope of whose actual or apparent authority includes the issuing of bills of lading, the carrier shall be liable to:

(a) The consignee named in a non-negotiable bill, or

(b) The holder of a negotiable bill,

Who has given value in good faith relying upon the description therein of the goods, for damages caused by the non-receipt by the carrier or a connecting carrier of all or part of the goods or their failure to correspond with the description thereof in the bill at the time of its issue.

If, however, the goods are described in a bill merely by a statement of marks or labels upon them or upon packages containing them, or by a statement that the goods are said to be goods of a certain kind or quantity, or in a certain condition, or it is stated in the bill that packages are said to contain goods of a certain kind or quantity or in a certain condition, or that the contents or condition of the contents of packages are unknown, or words of like purport are contained in the bill, such statements, if true, shall not make liable the carrier issuing the bill, although the goods are not of the kind or quantity or in the condition which the marks or labels upon them indicate, or of the kind or quantity or in the condition they were said to be by the consignor. The carrier may, also, by inserting in the bill the words "shipper's load and count" or other words of like purport indicate that the goods were loaded by the shipper and the description of them made by him; and if such statement be true, the carrier shall not be liable for damages caused by the improper loading or by the non-receipt or by the misdescription of the goods described in the bill.

Alabama.— Nat. Park Bank of New York v. Louisville & N. R. Co. (1917), 74 So. 69.

Arkansas.— Prescott & N. W. R. Co. v. Davis (1916), 191 S. W. 210.

Connecticut.— Munson v. De-Tamble Motors Co. (1914), 91 Atl. 531.

Georgia.— Atlantic Coast Line v. Luke & Flemming (1917), 20 Ga. App. 76, 93 S. E. 286.

Maine.— Lewis Poultry Co. v. New York Cent. R. R. Co. (1919), 105 Atl. 109.

New Jersey.— Sprottle v. Delaware L. & W. R. Co. (1917), 101 Atl. 518.

New York.— D'Utassy v. Mallory S. S. Co. (1914), 147 N. Y. Supp. 313, 162 A. D. 410; Penna R. R. v. Titus (1913), 142 N. Y. Supp. 43, 156 A. D. 830; Williams v. Delaware

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& Hudson Co. (1913), 141 N. Y. Supp. 606, 156 A. D. 695.

North Carolina.— Commercial Nat. Bank v. Seaboard Air Line R. R. Co. (1918), 175 N. C. 415, 95 S. E. 777.

North Dakota.— Knapp v. Minn. St. P. & S. S. M. R. R. Co. (1916), 34 N. D. 466, 159 N. W. 81.

Oklahoma.— Chicago R. I. & P. Ry. Co. v. Cleveland (1916), 160 Pac. 328.

Oregon.— Michellod v. Oregon-Washington R. & Nav. Co. (1917), 86 Or. 329, 168 Pac. 621.

Washington.— Chas. W. Johnson Lumber Co. v. Great Northern Ry. Co. (1918), 176 Pac. 343.

Section 24.—(Attachment or Levy upon Goods for which a Negotiable Bill has been Issued.)—If goods are delivered to a carrier by the owner or by a person whose act in conveying the title to them to a purchaser for value in good faith would bind the owner and a negotiable bill is issued for them, they cannot thereafter, while in the possession of the carrier, be attached by garnishment or otherwise, or be levied upon under an execution, unless the bill be first surrendered to the carrier or its negotiation enjoined. The carrier shall in no such case be compelled to deliver the actual possession of the goods until the bill is surrendered to him or impounded by the court.

Arizona.— P. Pastene & Co. v. First Nat. Bank (1918), 172 Pac. 656.

Iowa.—Exchange Natl. Bk. v. McCafferry, Sheriff (1916), 157 N. W. 209.

Missouri.— Kinsolving v. State Saving & Trust Co. (1916) (Mo. App.), 190 S. W. 379.

Washington.— Commercial Bank of Port Huron v. Elliot (1916), 159 Pac. 377.

Section 25.—(Creditor's Remedies to Reach Negotiable Bills.)—A creditor whose debtor is the owner of a negotiable bill shall be entitled to such aid from courts of appropriate jurisdiction by injunction and otherwise in attaching such bill, or in satisfying the claim by means thereof as is allowed at law or in equity in regard to property which cannot readily be attached or levied upon by ordinary legal process.

Section 26.—(Negotiable Bill Must State Charges for which Lien is Claimed.)—If a negotiable bill is issued the carrier shall have no lien on the goods therein mentioned, except for charges on those goods for freight, storage, demurrage and

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terminal charges, and expenses necessary for the preservation of the goods or incident to their transportation subsequent to the date of the bill, unless the bill expressly enumerates other charges for which a lien is claimed. In such case there shall also be a lien for the charges enumerated so far as they are allowed by law and the contract between the consignor and the carrier.

Section 27.—(Effect of Sale.)—After goods have been lawfully sold to satisfy a carrier's lien, or because they have not been claimed, or because they are perishable or hazardous, the carrier shall not thereafter be liable for failure to deliver the goods to the consignee or owner of the goods, or to a holder of the bill given for the goods when they were shipped, even if such bill be negotiable.

North Carolina.— Culbreth v Atl. C. L. R. R. Co. (1915), 86 S. E. 624.

PART III.

Negotiation and Transfer of Bills.

Section 28.—(Negotiation of Negotiable Bills by Delivery.)—A negotiable bill may be negotiated by delivery where, by the terms of the bill, the carrier undertakes to deliver the goods to the order of a specified person, and such person or a subsequent indorsee of the bill has indorsed it in blank.

Section 29.—(Negotiation of Negotiable Bills by Indorsement.)—A negotiable bill may be negotiated by the indorsement of the person to whose order the goods are deliverable by the tenor of the bill. Such endorsement may be in blank or to a specified person. If indorsed to a specified person, it may be negotiated again by the indorsement of such person in blank or to another specified person. Subsequent negotiation may be made in like manner.

Massachusetts.—Roland M. Baker Co. v. Brown (1913), 214 Mass. 196, 100 N. E. 1025.

United States.— C. E. White & Co. v. Century Svgs. Bk of Des Moines (1916), 229 Fed. 975, U. S. C. C. A.

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Section 30.—(Transfer of Bills.)—A bill may be transferred by the holder by delivery, accompanied with an agreement, express or implied, to transfer the title to the bill or to the goods represented thereby.

A non-negotiable bill cannot be negotiated, and the indorsement of such a bill gives the transferee no additional right.

Alabama.—People's Bank & Trust Co. v. Walthal (1917), 75 So. 570.

Arkansas.—Prescott & N. W. R. Co. v. Davis (1916), 191 S. W. 210.

Kansas.—Oklahoma State Bank v. Hicklin (1917), 164 Pac. 257.

Massachusetts.—Brown v. Floersheim Mercantile Co. (1910), 206 Mass. 373, 92 N. E. 494.

Missouri.—Kinsolving v. State Saving & Trust Co. (1916) (Mo. App.), 190 S. W. 379; St. Joseph Hay & Feed Co. v. Missouri Pac. Co. (1916), 185 S. W. 1162; Kinsalving v. State Savings & Trust Co. (1916), 190 S. W. 379.

Texas.—West Texas Nat. Bank v. Wichita Mill & Elevator Co. (1917) (Tex. Civ. App.), 194 S. W. 835.

United States.—Oliver v. Mt. Union Tanning & Extract Co. (1919) (U. S. D. U. Pa.), 253 Fed. 593; Oliver v. Mt. Union Tanning & Extract Co. (1919) (U. S. D. U. Pa.), 253 Fed. 593.

West Virginia.—Richards Brick Corp. v. Hurst Hardware Co. (1917), 92 So. 685.

Section 31.—(Who May Negotiate a Bill.)—A negotiable bill may be negotiated by any person in possession of the same, however, such possession may have been acquired if, by the terms of the bill, the carrier undertakes to deliver the goods to the order of such person, or if at the time of negotiation the bill is in such form that it may be negotiated by delivery.

Section 32.—(Rights of Person to whom a Bill has been Negotiated.)—A person to whom a negotiable bill has been duly negotiated acquires thereby:

(a) Such title to the goods as the person negotiating the bill to him had or had ability to convey to a purchaser in good faith for value, and also such title to the goods as the consignee and consignor had or had power to convey to a purchaser in good faith for value, and

(b) The direct obligation of the carrier to hold possession of the goods for him according to the terms of the bill as fully as if the carrier had contracted directly with him.

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Alabama.— Owansboro Banking Co. v. Buck (1918), 77 So. 940.

Iowa.— Midland Linseed Co. v. American Liquid Fireproofing Co. (1917), 166 N. W. 573.

Massachusetts.—Brown v. Floersheim Mercantile Co. (1910), 206 Mass. 373, 92 N. E. 494.

Missouri.— Frank Adams & Co. v. Orpheum Theatre Co. (1917) (Mo. App.), 193 S. W. 908.

New Jersey.— Carr et al. v. Pa. R. R. Co. (1916), 96 Atl. 588, N. J. L.

Oklahoma.— City Nat. Bank of Hobart v. State (1918), 176 Pac. 232; First Nat. Bank of Claremore v. Stallings (1919), 177 Pac. 373; Marsh Milling & Grain Co. v. Guaranty State Bank of Ardmore (1917), 171 Pac. 1122.

Texas.— Hubbell Slack & Co. v. Farmers Union Cotton Co. (1917) (Tex. Civ. App.), 196 S. W. 681.

United States.— N. Y. Cent. & H. R. R. Co. v. Bank of Holly Springs (1916), 236 Fed. 562, decree modified, 195 Fed. 456; Brown Bros. v. Smith Bros., Ltd. (1916), 231 Fed. 475 (La.).

Washington.— Commercial Bank of Port Huron v. Elliott (1916), 159 Pac. 377; Commercial Bank of Port Huron v. Elliott (1916), 92 Wash. 357, 159 Pac. 377; State Bk. of Buckley v. Neb. Bridge Supply & Lumber Co. (1916), 151 Pac. 253.

Section 33.—(Rights of Person to whom a Bill has been Transferred.)—A person to whom a bill has been transferred but not negotiated acquires thereby as against the transferor, the title to the goods, subject to the terms of any agreement with the transferor. If the bill is non-negotiable, such person also acquires the right to notify the carrier of the transfer to him of such bill, and thereby to become the direct obligee of whatever obligations the carrier owned to the transferor of the bill immediately before the notification.

Prior to the notification of the carrier by the transferor or transferee of a non-negotiable bill, the title of the transferee to the goods and the right to acquire the obligation of the carrier may be defeated by garnishment or by attachment or execution upon the goods by a creditor of the transferor, or by a notification to the carrier by the transferor or a subsequent purchaser from the transferor of a subsequent sale of the goods by the transferor.

A carrier has not received notification within the meaning of this section unless an officer or agent of the carrier, the actual or apparent scope of whose duties includes action upon such a notification, has been notified; and no notification shall be effective until the officer or agent to whom it is given has had time with

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the exercise of reasonable diligence to communicate with the agent or agents having actual possession or control of the goods.

Alabama.—Peoples' Bank & Trust Co. v. Walthall (1917), 75 So. 570.

Arizona.—P. Pastene & Co. v. First Natl. Bank (1918), 172 Pac. 656.

Arkansas.—Prescott v. Davis (1916), 191 S. W. 210.

Colorado.—Plainesville Nat. Bank of Plainesville, Ohio, v. Hannan (1918), 171 Pac. 364.

Kansas.—Oklahoma State Bank v. Hicklin (1917), 164 Pac. 257.

Michigan.—Pukett v. Marieta & N. E. R. Co. (1913), 175 Mich. 253, 141 N. W. 607.

Mississippi.—Merchants & Manufacturers Bank v. P. J. Toomer Lbr. Co. (1917), 115 Miss. 647, 76 So. 565.

New York.—Am. Nat'l. Bk. v. Warren et al. (1916), 160 N. Y. Supp. 413; First Nat. Bank of Blanchester v. Stengel (1918), 169 N. Y. Supp. 217; Gass v. So. Pac. Co. (1912), 137 N. Y. Supp. 261, 152 A. D. 412.

Pennsylvania.—Sturgeon Bay Bank v. McLaughlin (1916), 63 Pa. Supr. Ct. 588.

West Virginia.—Richards Brick Corp. v. Hurst Hardware Co. (1917), 92 So. 685.

United States.—Oliver v. Mt. Union Tanning & Extract Co. (1919) (U. S. D. U. Pa.), 253 Fed. 593; C. E. White & Co. v. Century Svgs. Bk. of Des Moines (1916), 229 Fed. 975, U. S. C. C. A.; Oliver v. Mt. Union Tanning & Extract Co. (1919) (U. S. D. U. Pa.), 253 Fed. 593; N. Y. Cent. & H. R. R. Co. v. Bank of Holly Springs (1916), 236 Fed. 562, decree modified 195 Fed. 456.

Section 34.—(Transfer of Negotiable Bill Without Indorsement.)—Where a negotiable bill is transferred for value by delivery, and the indorsement of the transferor is essential for negotiation, the transferee acquires a right against the transferor to compel him to indorse the bill, unless a contrary intention appears. The negotiation shall take effect as of the time when the indorsement is actually made. This obligation may be specifically enforced.

Section 35.—(Warranties on Sale of Bill.)—A person who negotiates or transfers for value a bill by indorsement or delivery including one who assigns for value a claim secured by a bill, unless a contrary intention appears, warrants:

(a) That the bill is genuine,

(b) That he has a legal right to transfer it,

(c) That he has knowledge of no fact which would impair the validity, or worth of the bill, and

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(d) That he has a right to transfer the title to the goods, and that the goods are merchantable or fit for a particular purpose whenever such warranties would have been implied, if the contract of the parties had been to transfer without a bill the goods represented thereby.

In the case of an assignment of a claim secured by a bill, the liability of the assignor shall not exceed the amount of the claim.

New York.— Am. Natl. Bk. v. Warren et al. (1916), 160 N. Y. Supp. 413.

Section 36.—(Indorser not a Guarantor.)—The indorsement of a bill shall not make the indorser liable for any failure on the part of the carrier or previous indorsers of the bill to fulfill their respective obligations.

Section 37.—(No Warranty Implied from Accepting Payment of a Debt.)—A mortgagee or pledgee, or other holder of a bill for security who in good faith demands or receives payment of the debt for which such bill is security, whether from a party to a draft drawn for such debt or from any other person, shall not be deemed by so doing to represent or to warrant the genuineness of such bill or the quantity or quality of the goods therein described.

Georgia.— Downing v. Pearson Banking Co. (1917) (Ga. App.), 92 S. E. 968.

Section 38.—(When Negotiation not Impaired by Fraud, Accident, Mistake, Duress or Conversion.) The validity of the negotiation of a bill is not impaired by the fact that such negotiation was a breach of duty on the part of the person making the negotiation, or by the fact that the owner of the bill was deprived of the possession of the same by fraud, accident, mistake, duress or conversion, if the person to whom the bill was negotiated, or a persion to whom the bill was subsequently negotiated, gave value therefor, in good faith, without notice

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of the breach of duty, or fraud, accident, mistake duress or conversion.

Massachusetts.—Roland M. Baker Co. v. Brown (1913), 214 Mass. 196, 100 N. E. 1025.

New York.—Knight v. Delaware & Hudson Co. (1917), 165 N. Y. Supp. 583; Knight v. Delaware & Hudson Co. (1917), 178 App. Div. 518, 165 N. Y. Supp. 583.

Section 39.—(Subsequent Negotiation.)—Where a person having sold mortgaged, or pledged goods which are in a carrier's possession and for which a negotiable bill has been issued, or having sold, mortgaged, or pledged the negotiable bill representing such goods, continues in possession of the negotiable bill, the subsequent negotiation thereof by that person under any sale, pledge, or other disposition thereof to any person receiving the same in good faith, for value and without notice of the previous sale, shall have the same effect as if the first purchaser of the goods or bill had expressly authorized the subsequent negotiation.

Massachusetts.—Roland M. Baker Co. v. Brown (1913), 214 Mass. 196, 100 N. E. 1025.

Section 40.—(Form of the Bill as Indicating Rights of Buyer and Seller.)—Where goods are shipped by the consignor in accordance with a contract or order for their purchase, the form in which the bill is taken by the consignor shall indicate the transfer or retention of the property or right to the possession of the goods as follows:

(a) Where by the bill the goods are deliverable to the buyer or to the agent, or to the order of the buyer or of his agent, the consignor thereby transfers the property in the goods to the buyer.

(b) Where by the bill the goods are deliverable to the seller or to his agent, or to the order of the seller or of his agent, the seller thereby reserves the property in the goods. But if, except for the form of the bill, the property would have passed to the buyer on shipment of the goods, the seller's property in the goods shall be deemed to be only for the purpose of securing performance by the buyer of his obligations under the contract.

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(c) Where by the bill the goods are deliverable to the order of the buyer or of his agent, but possession of the bill is retained by the seller or his agent, the seller thereby reserves a right to the possession of the goods, as against the buyer.

(d) Where the seller draws on the buyer for the price and transmits the draft and bill together to the buyer to secure acceptance or payment of the draft, the buyer is bound to return the bill if he does not honor the draft, and if he wrongfully retains the bill he acquires no added right thereby. If, however, the bill provides that the goods are deliverable to the buyer, or to the order of the buyer, or is endorsed in blank or to the buyer by the consignee named therein, one who purchases in good faith, for value, the bill or goods from the buyer, shall obtain the title to the goods, although the draft has not been honored, if such purchaser has received delivery of the bill indorsed by the consignee named therein, or of the goods, without notice of the facts making the transfer wrongful.

Michigan.—King v. Van Slack (1916), 159 N. W. 157.
Iowa.—C. E. White & Co. v. Century Svgs. Bk. of Des Moines (1916), 229 Fed. 975. U. S. C. C. A.
Washington.—State Bk. of Buckley v. Neb. Bridge Supply & Lumber Co. (1916), 151 Pac. 253.

Section 41.—(Demand, Presentation or Sight Draft Must be Paid, but Draft on More than Three Days Time Merely Accepted Before Buyer is Entitled to the Accompanying Bill.)—Where the seller of goods draws on the buyer for the price of the goods and transmit the draft and a bill of lading for the goods either directly to the buyer or through a bank or other agency, unless a different intention on the part of the seller appears, the buyer and all other parties interested shall be justified in assuming:

(a) If the draft is by its terms or legal effect payable on demand or presentation or at sight, or not more than three days thereafter (whether such three days be termed days of grace or not), that the seller intended to require payment of the draft before the buyer should be entitled to receive or retain the bill.

(b) If the draft is by its terms payable on time, extending beyond three days after demand, presentation or sight (whether

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such three days be termed days of grace or not), that the seller intended to require acceptance, but not payment of the draft before the buyer should be entitled to receive or retain the bill. The provisions of this section are applicable whether by the terms of the bill the goods are consigned to the seller, or to his order, or to the buyer, or to his order, or to a third person, or to his order.

New York.— Helburn Thompson Co. v. All American Merchantile Corp. (1917), 180 App. Div. 167, 167 N. Y. Supp. 711.

Section 42.—(Negotiation Defeats Vendor's Lien.)—Where a negotiable bill has been issued for goods, no seller's lien or right of stoppage in transitu shall defeat the rights of any purchaser for value in good faith to whom such bill has been negotiated, whether such negotiation be prior or subsequent to the notification to the carrier who issued such bill of the seller's claim to a lien or right of stoppage in transitu. Nor shall the carrier be obliged to deliver or justified in delivering the goods to an unpaid seller unless such bill is first surrendered for cancellation.

Section 43.—(When Rights and Remedies Under Mortgages and Liens are not Limited.)—Except as provided in Section 42, nothing in this act shall limit the rights and remedies of a mortgagee or lienholder whose mortgage or lien on goods would be valid, apart from this act, as against one who for value and in good faith purchased from the owner, immediately prior to the time of their delivery to the carrier, the goods which are subject to the mortgage or lien and obtained possession of them.

PART IV.

Criminal Offences.

Section 44.—(Issue of Bill for Goods not Received.)—Any officer, agent, or servant of a carrier, who with intent to defraud issues or aids in issuing a bill knowing that all or any part of the goods for which such bill is issued have not been received

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by such carrier, or by an agent of such carrier or by a connecting carrier, or are not under the carrier's control at the time of issuing such bill, shall be guilty of a crime, and upon conviction shall be punished for each offense by imprisonment not exceeding five years, or by a fine not exceeding five thousand dollars, or by both.

Maryland.— Baltimore & Ohio R. R. Co. v. Rueter (1911), 80 Atl. 220.
New York.— Central Railroad of N. J. v. Berry (1917), 165 N. Y. Supp. 1041, 99 Misc. 560.

Section 45.—(Issue of Bill Containing False Statement.)—Any officer, agent, or servant of a carrier, who with intent to defraud issues or aids in issuing a bill for goods knowing that it contains any false statement, shall be guilty of a crime, and upon conviction shall be punished for each offense by imprisonment not exceeding one year, or by a fine not exceeding one thousand dollars, or by both.

Section 46.—(Issue of Duplicate Bills not so Marked.)—Any officer, agent, or servant of a carrier, who with intent to defraud issues or aids in issuing a duplicate or additional negotiable bill for goods in violation of the provisions of Section 7, knowing that a former negotiable bill for the same goods or any part of them is outstanding and uncancelled, shall be guilty of a crime, and upon conviction shall be punished for each offense by imprisonment not exceeding five years, or by a fine not exceeding five thousand dollars, or by both.

Section 47.—(Negotiation of Bill for Mortgaged Goods.)—Any Person who ships goods to which he has not title, or upon which there is a lien or mortgage, and who takes for such goods a negotiable bill which he afterwards negotiates for value with intent to deceive and without disclosing his want of title or the existence of the lien or mortgage, shall be guilty of a crime, and upon conviction shall be punished for each offense by imprisonment not exceeding one year, or by a fine not exceeding one thousand dollars, or by both.

Section 48.—(Negotiation of Bill when Goods are not in Carrier's Possession.)—Any person who with intent to deceive

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negotiates or transfers for value a bill knowing that any or all of the goods which by the terms of such bill appear to have been received for transportation by the carrier which issued the bill, are not in the possession or control of such carrier, or of a connecting carrier, without disclosing this fact, shall be guilty of a crime, and upon conviction shall be punished for each offense by imprisonment not exceeding five years, or by a fine not exceeding five thousand dollars, or by both.

Section 49.—(Inducing Carrier to Issue Bill when Goods have not been Received.)—Any person who with intent to defraud secures the issue by a carrier of a bill knowing that at the time of such issue, any or all of the goods described in such bill as received for transportation have not been received by such carrier, or an agent of such carrier or a connecting carrier, or are not under the carrier's control, by inducing an officer, agent, or servant of such carrier falsely to believe that such goods have been received by such carrier, or are under its control, shall be guilty of a crime, and upon conviction shall be punished for each offense by imprisonment not exceeding five years, or by a fine not exceeding five thousand dollars, or by both.

Section 50.—(Issue of Non-Negotiable Bill not so Marked.)—Any person who with intent to defraud issues or aids in issuing a non-negotiable bill without the words "not negotiable", placed plainly upon the face thereof, shall be guilty of a crime, and upon conviction shall be punished for each offense by imprisonment not exceeding five years or by a fine not exceeding five thousand dollars, or by both.

PART V.

Interpretation.

Section 51.—(Rule for Cases Not Provided for in this Act.)—In any case not provided for in this Act, the rules of law and equity, including the law merchant, and in particular the rules relating to the law of principal and agent, executors, administrators and trustees, and to the effect of fraud, misrepresenta-

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tion, duress or coercion, accident, mistake, bankruptcy, or other invalidating cause shall govern.

Section 52.—(Interpretation Shall Give Effect to Purpose of Uniformity.)—This Act shall be so interpreted and construed as to effectuate its general purpose to make uniform the law of those states which enact it.

Section 53.—(Definitions.)—(1) In this Act, unless the context or subject matter otherwise requires:

"Action" includes counterclaim, set-off, and suit in equity.

"Bill" means bill of lading.

"Consignee" means the person named in the bill as the person to whom delivery of the goods is to be made.

"Consignor" means the person named in the bill as the person from whom the goods have been received for shipment.

"Goods" means merchandise or chattels in course of transportation, or which have been or are about to be transported.

"Holder" of a bill means a person who has both actual possession of such bill and a right of property therein.

"Order" means an order by indorsement on the bill.

"Owner" does not include mortgagee or pledgee.

"Person" includes a corporation or partnership or two or more persons having a joint or common interest.

To "purchase" includes to take as mortgagee and to take as pledgee.

"Purchaser" includes mortgagee and pledgee.

"Value" is any consideration sufficient to support a simple contract. An antecedent or pre-existing obligation, whether for money or not, constitutes value where a bill is taken either in satisfaction thereof or as security therefor.

(2) A thing is done "in good faith," within the meaning of this Act, when it is in fact done honestly, whether it be done negligently or not.

New Jersey.—Pennsylvania R. Co. v Townsend (1917), 100 Atl. 855.

Section 54.—(Act does not Apply to Existing Bills.)—The provisions of this Act do not apply to bills made and delivered prior to the taking effect thereof.

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Section 55.—(Inconsistent Legislation Repealed.)—All Acts or parts of Acts inconsistent with this Act are hereby repealed.

Section 56.—(Time When the Act Takes Effect.)—This Act shall take effect on the day of , one thousand nine hundred and .

Section 57.—(Name of Act.)—This Act may be cited as the Uniform Bills of Lading Act.

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UNIFORM STOCK TRANSFER ACT

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UNIFORM STOCK TRANSFER ACT

The original draft of this Act was prepared by Prof. Samuel Williston of the Harvard Law School, in 1906, and during four years it was considered, four separate drafts having been prepared before final approval was given by the National Conference of Commissioners on Uniform State Laws in 1910.

Recognizing the practices of the commercial world, this Act puts certificates of stock to the fullest extent possible representative of further than the Warehouse Receipts Act, in that by section 5 it provides that the delivery of a certificate is effectual to transfer title, though made by one having no right of possession and having no authority from the owner of the certificate or from the person purporting to transfer the title. The effect of this Act is to make certificates of stock to the fullest extent possible representative of the shares, and this is in accordance with mercantile usage.

The Act was adopted in 1910 by Louisiana, Maryland and Mississippi, and has up to this time been enacted as a part of statutes of fourteen states. These are: Connecticut, 1917; Illinois, 1917; Louisiana, 1910; Maryland, 1910; Mississippi, 1910; Michigan, 1913; New Jersey, 1916; New York, 1913; Ohio, 1911; Pennsylvania, 1911; Rhode Island, 1912; Tennessee, 1917; Wisconsin, 1913; Alaska, 1913.

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	Ch. 67, Session Laws 1913.	Adopted 1917; Revised 1918.	Laws of 1917.	Act 180, Laws 1910.	Laws 1910, ch. 78.	Ch. 171, Acts of 1910.	Public Acts 1913, No. 106.
Uniform Act Sec. No.	1913 Alaska.	1918 Conn.	1917 Illinois.	1910 La.	1910 Md.	1910 Mass.	1913 Mich.
1	1	3469	1	1	37A	1	1
2	2	3470	2	2	37B	2	2
3	3	3471	3	3	37C	3	3
4	4	3472	4	4	37D	4	4
5	5	3473	5	5	37E	5	5
6	6	3474	6	6	37F	6	6
7	7	3475	7	7	37G	7	7
8	8	3476	8	8	37H	8	8
9	9	3477	9	9	37I	9	9
10	10	3478	10	10	37J	10	10
11	11	3479	11	11	37K	11	11
12	12	3480	12	12	37L	12	12
13	13	3481	13	13	37M	13	13
14	14	3482	14	14	37N	14	14
15	15	3483	15	15	37O	15	15
16	16	3484	16	16	37P	16	16
17	17	3485	17	17	....	17	17
18	18	3486	18	18	37Q	18	18
19	19	3486	19	19	37R	19	19
20	20	3487	20	20	37S	20	20
21	21	3488	21	21	37T	21	21
22	22	3489	22	22	37U	22	22
23	23	3490*	23	23	37V	23	23
24	24	3490*	24	24	37W	24	24
25	25	3490*	..	25	37X	26	..
26	26	3490	25	26	37Y	25	25

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Uniform Act Sec. No.	Ch. 191, Session Laws 1916. N. J.	Pers. Prop. Law. 1913 N. Y.	Laws 1911. 1911 Ohio	Laws 1911. 1911 Penn.	Ch. 840, Laws 1912. 1912 R. I.	Ch. 113, Laws 1917. 1917 Tenn.	Ch. 458, Laws 1913. 1913 Wisc.
1	1	162	1	1	1	1	1751n1
2	2	163	2	2	2	2	1751n2
3	3	164	3	3	3	3	1751n3
4	4	165	4	4	4	4	1751n4
5	5	166	5	5	5	5	1751n5
6	6	167	6	6	6	6	1751n6
7	7	168	7	7	7	7	1751n7
8	8	169	8	8	8	8	1751n8
9	9	170	9	9	9	9	1751n9
10	10	171	10	10	10	10	1751n10
11	11	172	11	11	11	11	1751n11
12	12	173	12	12	12	12	1751n12
13	13	174	13	13	13	13	.....
14	14	175	14	14	14	14	1751n13
15	15	176	15	15	15	15	1751n14
16	16	177	16	16	16	16	1751n15
17	17	178	17	17	17	17	1751n16
18	18	179	18	18	18	18	1751n17
19	19	180	19	19	19	19	1751n18
20	20	181	20	20	20	20	1751n19
21	21	182	21	21	21	21	1751n20
22	22	183	22	22	22	22	1751n21
23	23	184	23	23	23	23	1751n22
24	25	185	..	24	24	24	.....
25	..	...	24	25	25	25	1751n23
26	24	...	..	26	26	26	1751n23

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UNIFORM STOCK TRANSFER ACT

SECTION 1. How Title to Certificates and Shares May be Transferred.
2. Powers of Those Lacking Full Legal Capacity and of Fiduciaries Not Enlarged.
3. Corporation Not Forbidden to Treat Registered Holder as Owner.
4. Title Derived from Certificate Extinguishes Title Derived from a Separate Document.
5. Who May Deliver a Certificate.
6. Indorsement effectual in Spite of Fraud, Duress, Mistake, Revocation, Death, Incapacity or Lack of Consideration or Authority.
7. Rescission of Transfer.
8. Rescission of Transfer of Certificate Does Not Invalidate Subsequent Transfer by Transferee in Possession.
9. Delivery of Unindorsed Certificate Imposes Obligation to Indorse.
10. Ineffectual Attempt to Transfer amounts to a promise to Transfer.
11. Warranties on Sale of Certificate.
12. No Warranty Implied from Accepting Payment of a Debt.
13. No Attachment or Levy Upon Shares Unless Certificate Surrendered or Transfer enjoined.
14. Creditor's Remedies to Reach Certificate.
15. There Shall be no Lien or Restriction Unless Indicated on Certificate.
16. Alteration of Certificate Does Not Divest Title to Shares.
17. Lost or Destroyed Certificate.
18. Rule for Cases Not Provided for by This Act.
19. Interpretation Shall Give Effect to Purpose of Uniformity.
20. Definition of Indorsement.
21. Definition of Person Appearing to be the Owner of Certificate.
22. Other Definitions.

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UNIFORM STOCK TRANSFER ACT

Section 1. Title to a certificate and to the shares represented thereby can be transferred only,

(a) By delivery of the certificate indorsed either in blank or to a specified person by the person appearing by the certificate to be the owner of the shares represented thereby, or

(b) By delivery of the certificate and a separate document containing a written assignment of the certificate or a power of attorney to sell, assign, or transfer the same or the shares represented thereby, signed by the person appearing by the certificate to be the owner of the shares represented thereby. Such assignment or power of attorney may be either in blank or to a specified person.

The provisions of this section shall be applicable although the charter or articles of incorporation or code of regulations or by-laws of the corporation issuing the certificate and the certificate itself, provide that the shares represented thereby shall be transferable only on the books of the corporation or shall be registered by a registrar or transferred by a transfer agent.

California.— Seyman v. Salsberry (1918), 171 Pac. 938; Geary St. P. S. C. R. Co. v. Bradbury Estate Co. (1918), 175 Pac. 457.

Delaware.— Lippman v. Kehoe Stenograph Co. (1916), 98 Atl. 943.

Georgia.— Bank of Norwood v. Ray (1918), 94 S. E. 819.

Illinois.— Carus v. Matthiessen (1915), 196 Ill. App. 445.

Kentucky.— Jones v. Bowman (1918), 205 S. W. 923; Will's Adm'r v. George Wiedemann Brewing Co. (1916), 188 S. W. 778.

Louisiana.—First Nat. Bk. v. Bell (1917), 74 So. 628.

Minnesota.— Peavey v. Wells (1917), 161 N. W. 508; Oxford v. Western Syndicate Inv. Co. (1919), 170 N. W. 587.

New York.—Leishing v. Van Burn (1918), 170 N. Y. Supp. 688, 183 App. Div. 296; Fisher v. Mch. & Metals Nat. Bk. (1915), 153 N. Y. Supp. 786, 89 Misc. 587; Clark v. Bankers Trust Co. (1917), 163 N. Y. Supp. 748.

Ohio.— Davis Laundry & Cleaning Co. v. Whitmore (1916), 110 N. E. 518, 92 Ohio St. 44.

Utah.— Brown v. Wright (1916), 161 Pac. 448.

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Washington. — Nagel v. Ham, Yearsley & Ryie (1915), 152 Pac. 520; West v. Empire Life Ins. Co. (1917), 242 Fed. 605.

United States. — Wolf v. Am. Trust & Sav. Bk. (1914), 214 Fed. 761.

Section 2. Nothing in this Act shall be construed as enlarging the powers of an infant or other person lacking full legal capacity, or of a trustee, executor or administrator, or other fiduciary, to make a valid indorsement, assignment or power of attorney.

Illinois. — Carus v. Matthiessen (1915), 196 Ill. App. 445.

Vermont. — Noyes v. Woodruff (1917), 100 Atl. 759, 91 Vt. 407.

Section 3. Nothing in this Act shall be construed as forbidding a corporation,

(a) To recognize the exclusive right of a person registered on its books as the owner of shares to receive dividends, and to vote as such owner, or

(b) To hold liable for calls and assessments a person registered on its books as the owner of shares.

New York. — Richards v. Robins (1914), 148 N. Y. Supp. 822, 86 Misc. 528; Richards v. Robin (1916), 162 N. Y. Supp. 12, 175 App. Div. 296.

Section 4. The title of a transferee of a certificate under a power of attorney or assignment not written upon the certificate, and the title of any person claiming under such transferee, shall cease and determine if, at any time prior to the surrender of the certificate to the corporation issuing it, another person, for value in good faith, and without notice of the prior transfer, shall purchase and obtain delivery of such certificate with the indorsement of the person appearing by the certificate to be the owner thereof, or shall purchase and obtain delivery of such certificate and the written assignment or power of attorney of such person, though contained in a separate document.

Louisiana. — First Natchez Bk. v. Ma'acher Damare Co. (1914), 65 So. 270, 135 La. 295.

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Section 5. The delivery of a certificate to transfer title in accordance with the provisions of Section 1, is effectual, except as provided in Section 7, though made by one having no right of possession and having no authority from the owner of the certificate or from the person purporting to transfer the title.

California.— Northwestern Portland Cement Co. v. Atlantic Cement Co. (1916), 163 Pac. 47.

Illinois.— Swigart v. Stoops (1917), 204 Ill. App. 194.

Texas.— Mooringsport Oil Co. v. Aldridge (1917), 193 S. W. 400.

Section 6. The indorsement of a certificate by the person appearing by the certificate to be the owner of the shares represented thereby is effectual, except as provided in Section 7, though the indorser or transferor,

(a) Was induced by fraud, duress or mistake, to make the indorsement or delivery, or

(b) Has revoked the delivery of the certificate, or the authority given by the indorsement or delivery of the certificate, or

(c) Has died or become legally incapacitated after the indorsement, whether before or after the delivery of the certificate, or

(d) Has received no consideration.

Alabama.— Mobile Touring & Wrecking Co. v. First Nat. Bank (1918), 78 So. 797.

Arkansas.— Paine Webber & Co. v. Arkansas & Arizona Copper Co. (1918), 206 S. W. 447.

California.— Northwestern Portland Cement Co. v. Atlantic Cement Co. (1916), 163 Pac. 47.

Kentucky.—Goad v. Lewis (1917), 192 S. W. 30, 174 Ky. 394; Will's Adm'r v. George Wiedemann Brewing Co. (1916), 188 S. W. 778.

Minnesota.— Peavey v. Wells (1917), 161 N. W. 508.

Missouri.— Johnson v. Bixby (1918), 252 Fed. 103 (U. S. C. C. A. Mo.); Williams v. Everett (1917), 200 S. W. 1045.

New York.— Halgern v. Cure (1917), 173 N. Y. Supp. 385.

Pennsylvania.—Colonial Trust Co. v. Central Trust Co. (1914), 90 Atl. 189; Deal v. Erie Coal & Coke Co. (1914), 90 Atl. 915.

Section 7. If the indorsement or delivery of a certificate,

(a) Was procured by fraud or duress, or

(b) Was made under such mistake as to make the indorsement or delivery inequitable; or

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If the delivery of a certificate was made

(c) Without authority from the owner, or

(d) After the owner's death or legal incapacity, the possession of the certificate may be reclaimed and the transfer thereof rescinded, unless:

(1) The certificate has been transferred to a purchaser for value in good faith without notice of any facts making the transfer wrongful, or,

(2) The injured person has elected to waive the injury, or has been guilty of laches in endeavoring to enforce his rights.

Any court of appropriate jurisdiction may enforce specifically such right to reclaim the possession of the certificate or to rescind the transfer thereof and, pending litigation, may enjoin the further transfer of the certificate or impound it.

Alabama.— Bank of Florala v. Am. Nat. Bank of Pensacola (1917), 75 So. 310; Mobile Touring & Wrecking Co. v. First Natl. Bank (1918), 78 So. 797.

Arkansas.— Paine, Webber & Co. v. Arkansas & Arizona Copper Co. (1918), 206 S. W. 447.

California.— Northwestern Portland Cement Co. v. Atlantic Cement Co. (1916), 163 Pac. 47.

Kentucky.— Will's Adm'r v. George Wiedemann Brewing Co. (1916), 188 S. W. 778; Goad v. Lewis (1917), 92 S. W. 30, 174 Ky. 394.

Michigan.— Hubbard v. Oliver (1913), 139 N. W. 77.

Missouri.— Johnson v. Bixby (1918), 252 Fed. 103 (V. S. C. C. A. Mo.); Dawson v. Flinton (1916), 190 S. W. 972.

New York.— Clark v. Borough Asphalt Co. (1916), 157 N. Y. Supp. 581, 93 Misc, 662.

Oklahoma.— State Bank v. Seales (1916), 159 Pac. 925.

Pennsylvania.— Paul v. Bialy (1917), 100 Atl. 1000.

Texas.— Mooringsport Oil Co. v. Aldridge (1917), 193 S. W. 400.

Utah.— Brown v. Wright (1916), 161 Pac. 448.

Vermont.— Noyes v. Woodruff (1917), 100 Atl. 759.

Wisconsin.— Schwab v. Esbenshade (1913), 139 N. W. 420, 151 Wisc. 513; McMillen v. Strange (1915), 150 N. W. 434; Miley v. Heaney (1918), 169 N. W. 64.

United States.— Davis v. Finch (1916), 236 Fed. 89, 149 C. C. A. 299.

Section 8. Although the transfer of a certificate or of shares represented thereby has been rescinded or set aside, nevertheless, if the transferee has possession of the certificate or of a new certificate representing part or the whole of the same shares of stock, a subsequent transfer of such certificate by the trans-

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feree, mediately or immediately, to a purchaser for value in good faith, without notice of any facts making the transfer wrongful, shall give such purchaser an indefeasible right to the certificate and the shares represented thereby.

California.— Harvey v. Stowe (1914), 219 Fed. 17.

Pennsylvania.— Crawford v. Dollar Savings Fund & Tr. Co. (1912), 84 Atl. 694, 236 Pa. 206; French v. Harding (1912), 83 Atl. 586, 235 Pa. 79.

United States.— Nat. City Bk. v. Wagner (1914), 216 Fed. 473.

Section 9. The delivery of a certificate by a person appearing by the certificate to be the owner thereof without the indorsement requisite for the transfer of the certificate and the shares represented thereby, but with intent to transfer such certificate or shares shall impose an obligation, in the absence of an agreement to the contrary, upon the person so delivering, to complete the transfer by making the necessary indorsement. The transfer shall take effect as of the time when the indorsement is actually made. This obligation may be specifically enforced.

Alabama.— Bank of Guntersville v. U. S. Fidelity Co. (1917), 75 So. 168.

Georgia.— Massengale v. Hodgson (1918), 95 S. E. 975.

Massachusetts.— Baker v. Davie (1912), 97 N. E. 1094, 211 Mass. 429, 37 L. R. A. (N. S.) 944.

Minnesota.— Peavy v. Wells (1917), 161 N. W. 508.

New York.— Union Trust Co. of Rochester v. Oliver (1913), 140 N. Y. Supp. 681, 155 A. D. 646.

Section 10. An attempted transfer of title to a certificate or to the shares represented thereby without delivery of the certificate shall have the effect of a promise to transfer and the obligation, if any, imposed by such promise shall be determined by the law governing the formation and performance of contracts.

Section 11. A person who for value transfers a certificate, including one who assigns for value a claim secured by a certificate, unless a contrary intention appears, warrants—

(a) That the certificate is genuine,

(b) That he has a legal right to transfer it, and

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(c) That he has no knowledge of any fact which would impair the validity of the certificate.

In the case of an assignment of a claim secured by a certificate, the liability of the assignor upon such warranty shall not exceed the amount of the claim.

Massachusetts.— Barstow v. City Trust Co. (1914), 103 N. E. 911, 216 Mass. 330.

Section 12. A mortgagee, pledgee, or other holder for security of a certificate who in good faith demands or receives payment of the debt for which such certificate is security, whether from a party to a draft drawn for such debt, or from any other person, shall not by so doing be deemed to represent or to warrant the genuineness of such certificate, or the value of the shares represented thereby.

Section 13. No attachment or levy upon shares of stock for which a certificate is outstanding shall be valid until such certificate be actually seized by the officer making the attachment or levy, or be surrendered to the corporation which issued it, or its transfer by the holder be enjoined. Except where a certificate is lost or destroyed, such corporation shall not be compelled to issue a new certificate for the stock until the old certificate is surrendered to it.

California. — Ramage v. Gould (1917), 169 Pac. 670.

Massachusetts. — Parkhurst v. Almy (1915), 109 N. E. 733.

Section 14. A creditor whose debtor is the owner of a certificate shall be entitled to such aid from the courts of appropriate jurisdiction, by injunction and otherwise, in attaching such certificate or in satisfying the claim by means thereof as is allowed at law or in equity, in regard to property which can not readily be attached or levied upon by ordinary legal process.

Section 15. There shall be no lien in favor of a corporation upon the shares represented by a certificate issued by such corporation and there shall be no restriction upon the transfer

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of shares so represented by virtue of any by-law of such corporation, or otherwise, unless the right of the corporation to such lien or the restriction is stated upon the certificate.

Georgia.— American Nat. Bank of Atlanta v. East Atlanta Bank (1918), 95 S. E. 286, 147 Ga. 750.

Louisiana.— State ex rel. Scott v. Caddo Rock Drill Bit Co. (1917), 75 So. 78, 141 La. 353.

Michigan.— Weiland v. Hogan (1913), 143 N. W. 599, 171 Mich. 626.

North Dakota.— Chaffee v. Farmers Co-op. Elevator Co. (1918), 168 N. W. 616.

Texas.— Millner v. Brewer, Monoghan Mercantile Co. (1916), 188 S. W. 49, Tex. Civ. App.

Virginia.— U. S. Cigarette Machine Co. v. Brown (1916), 89 S. E. 850, 119 Va. 813.

Wisconsin.— Casper v. Kalb-Zimmers Mfg. Co. (1914), 149 N. W. 754.

Section 16. The alteration of a certificate, whether fraudulent or not and by whomsoever made, shall not deprive the owner of his title to the certificate and the shares originally represented thereby, and the transfer of such a certificate shall convey to the transferee a good title to such certificate and to the shares originally represented thereby.

Section 17. Where a certificate has been lost or destroyed, a court of competent jurisdiction may order the issue of a new certificate therefor on service of process upon the corporation and on reasonable notice by publication, and in any other way which the court may direct, to all persons interested, and upon satisfactory proof of such loss or destruction and upon the giving of a bond with sufficient surety to be approved by the court to protect the corporation or any person injured by the issue of the new certificate from any liability or expense, which it or they may incur by reason of the original certificate remaining outstanding. The court may also in its discretion order the payment of the corporation's reasonable costs and counsel fees.

The issue of a new certificate under an order of the court as provided in this section, shall not relieve the corporation from liability in damages to a person to whom the original certificate has been or shall be transferred for value without notice of the proceedings or of the issuance of the new certificate.

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Section 18. In any case not provided for by this Act, the rules of law and equity, including the law merchant, and in particular the rules relating to the law of principal and agent, executors, administrators and trustees, and to the effect of fraud, misrepresentation, duress or coercion, mistake, bankruptcy, or other invalidating cause, shall govern.

Delaware. — Lippman v. Kehoe Stenograph Co. (1916), 98 Atl. 943.
Massachusetts.—Boston Tow Boat Co. v. Medford Nat. Bank (1919), 121 N. E. 491.
Minnesota.— Oxford v. Western Syndicate Inv. Co. (1919), 170 N. W. 587.
New York. — Schafus v. Betts (1916), 157 N. Y. Supp. 608, 94 Misc. 463.
United States.— Irvin v. Koehler (1916), 230 Fed. 795, 145 C. C. A. 105.

Section 19. This Act shall be so interpreted and construed as to effectuate its general purpose to make uniform the law of those states which enact it.

Section 20. A certificate is indorsed when an assignment or a power of attorney to sell, assign, or transfer the certificate or the shares represented thereby is written on the certificate and signed by the person appearing by the certificate to be the owner of the shares represented thereby, or when the signature of such person is written without more upon the back of the certificate. In any such cases a certificate is indorsed though it has not been delivered.

Delaware. — Lippman v. Kehoe Stenograph Co. (1916), 99 Atl. 843.
New York.— Richards v. Robin (1916), 162 N. Y. Supp. 12, 175 App. Div. 296.

Section 21. The person to whom a certificate was originally issued is the person appearing by the certificate to be the owner thereof, and of the shares represented thereby, until and unless he endorses the certificate to another specified person, and thereupon such other specified person is the person appearing by the certificate to be the owner thereof until and unless he also indorses the certificate to another specified person. Subsequent special indorsements may be made with like effect.

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Alabama.— Mobile Touring and Wrecking Co. v. First Nat. Bank (1918), 78 So. 797.

Arkansas.— Paine Webber & Co. v. Arkansas & Arizona Copper Co. (1918), 206 S. W. 447.

Illinois. — Swigart v. Stoops (1917), 204 Ill. App. 194.

New York.— Hannahs v. Hammond Typewriter Co. (1913), 143 N. Y. Supp. 939, 158 A. D. 620; Richards v. Wells Fargo Express Co. (1913), 141 N. Y. Supp. 306, 156 A. D. 268; Mitchell v. Boyer (1914), 145 N. Y. Supp. 715. 160 A. D. 365; Richards v. Robins (1914), 148 N. Y. Supp. 822, 86 Misc. 528; Halpern v. Cure (1917), 173 N. Y. Supp. 385.

Utah.— Brown v. Wright (1916), 161 Pac. 448.

Section 22. (1) In this Act, unless the context or subject matter otherwise requires—

"Certificate" means a certificate of stock in a corporation organized under the laws of this state or of another state whose laws are consistent with this Act.

"Delivery" means voluntary transfer of possession from one person to another.

"Person" includes a corporation or partnership or two or more persons having a joint or common interest.

To "purchase" includes to take as mortgagee or as pledgee.

"Purchaser" includes mortgagee and pledgee.

"Shares" means a share or shares of stock in a corporation organized under the laws of this state or of another state whose laws are consistent with this Act.

"State" includes state, territory, district and insular possession of the United States.

"Transfer" means transfer of legal title.

"Title" means legal title and does not include a merely equitable or beneficial ownership or interest.

"Value" is any consideration sufficient to support a simple contract. An antecedent or pre-existing obligation, whether for money or not, constitutes value where a certificate is taken either in satisfaction thereof or as security therefor.

(2) A thing is done "in good faith" within the meaning of this Act, when it is in fact done honestly, whether it be done negligently or not.

Kentucky.— Husband v. Linehan (1916), 181 S. W. 1089.

Section 23. The provisions of this Act apply only to certificates issued after the taking effect of this Act.

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Section 24. All Acts or parts of Acts inconsistent with this Act are hereby repealed.

Section 25. This Act shall take effect on the day of , one thousand nine hundred and .

Section 26. This Act may be cited as the Uniform Stock Transfer Act.

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UNIFORM DESERTION AND NON-SUPPORT ACT

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UNIFORM DESERTION AND NON-SUPPORT ACT

At the nineteenth meeting of the National Commissioners (1909) a tentative draft of an Act relating to family desertion and non-support was reported. This draft after consideration was referred back to the committee of marriage and divorce with certain suggested amendments for future consideration. The Committee held meetings in Washington in January, 1910, in Philadelphia in May, 1910, and in Cape May in June, 1910, where further consideration was given to the suggestions and a new draft was prepared. This draft was presented to the conference at its seventeenth meeting in Chattaunooga, Tenn., August 25-29, 1910, and was adopted August 26, 1910, and recommended to the various states for adoption.

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	Laws 1915, p. 565.	Laws of 1911, p. 247.	Ch. 456.	Laws 1911.	Laws 1915.
Uniform Act Sec. No.	1915 Alabama.	1911 Kansas	1911 Mass.	1911 North Dakota.	1915 Tennessee.
1	1*	1	1*	1	(Greatly Modified)
2	2*	2	3*	2	
3	3	3	4	3	
4	4	4	5*	4	
5	5*	5*	6*	5	
6	9	6	7*	6	
7	..	7	8*	7	
8	..	..	9	8	
9	11	..	10	..	
10	11	8	..	..	

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	Laws 1913, ch. 101.	Laws 1913, p. 118.	Laws 1915, ch. 10, p. 192.	Laws 1917, ch. 51.	Ch. 576.	Laws 1915, ch. 72, p. 66.
Uniform Act Sec. No.	1913 Texas.	1913 Utah.	1915 Vermont.	1917 W. Va.	1911 Wisconsin.	1915 Wyoming.
1	1	1*	1*	1*	(Greatly	1
2	..	1*	2	2*	Modified)	2
3	2	1*	3	3*		3
4	..	1*	4	4		4
5	..	1*	5	5*		5
6	3	Laws 1911 2	6	6		6
7	..	..	7	..		..
8	..	..	8	8		..
9	..	..	..	9		7
10	..	..	..	..		8

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UNIFORM DESERTION AND NON-SUPPORT ACT

Section I. That any husband who shall, without just cause, desert or wilfully neglect or refuse to provide for the support and maintenance of his wife in destitute or necessitous circumstances: or any parent who shall without lawful excuse, desert or wilfully neglect or refuse to provide for the support and maintenance of his or her child or children under the age of sixteen years in destitute or necessitous circumstances, shall be guilty of a crime and, on conviction thereof, shall be punished by a fine not exceeding five hundred dollars, or imprisonment in the , not exceeding two years, or both, with or without hard labor, in the discretion of the court.

Delaware. — Donaghy v. State (1917), 29 Del. 467.

Kansas. — In re A. T. Fowles (1913), 89 Kan. 430; State v. Waller (1913), 90 Kan. 829; State v. Wellman (1918), 102 Kan. 503.

Massachusetts. — Commonwealth v. Shamon (1916), 223 Mass. 62.

Tennessee. — Moye v. State (1917), 139 Tenn. 680; State v. Dixon (1917), 138 Tenn. 195.

Texas. — Pippins v. State (1916), 79 Tex. Crim. Cases, 525; Windham v. The State (1917), 80 Tex. Crim. Cases, 551.

Utah. — State v. Bliss (1913), 44 Utah, 39, 137 Pac. 829; State v. Smith (1915), 45 Utah, 381, 146 Pac. 286.

Wisconsin. — Adams v. State (1916), 164 Wis. 223; Brandel v. State (1915), 161 Wis. 532.

Section II. Proceedings under this Act may be instituted upon complaint made under oath or affirmation by the wife or child or children, or by any other person, against any person guilty of either of the above named offenses.

Section III. At any time before the trial, upon petition of the complainant and upon notice to the defendant, the court, or a judge thereof in vacation, may enter such temporary order as may seem just, providing for support of the deserted wife or children, or both, *pendente lite,* and may punish for violation of such order as for contempt.

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Section IV. Before the trial, with the consent of the defendant, or at the trial, on entry of a plea of guilty, or after conviction, instead of imposing the penalty hereinbefore provided, or in addition thereto, the court in its descretion, having regard to the circumstances, and to the financial ability or earning capacity of the defendant, shall have the power to make an order, which shall be subject to change by the court from time to time, as circumstances may require, directing the defendant to pay a certain sum periodically, for a term not exceeding two years, to the wife or to the guardian, curator or custodian of the said minor child or children, or to an organization or individual approved by the court as trustee; and shall also have the power to release the defendant from custody on probation for the period so fixed, upon his or her entering into a recognizance, with or without surety, in such sum as the court or a judge thereof in vacation, may order and approve. The condition of the recognizance shall be such that if the defendant shall make his or her personal appearance in court whenever ordered to do so and shall further comply with the terms of such order of support, or of any subsequent modification thereof, then such recognizance shall be void, otherwise of full force and effect.

Section V. If the court be satisfied by information and due proof under oath, that at any time during said period of two years the defendant has violated the terms of such order, it may forthwith proceed with the trial of the defendant under the original charge, or sentence him or her under the original conviction, or enforce the suspended sentence, as the case may be. In case of forfeiture of recognizance, and enforcement thereof by execution, the sum recovered may, in the discretion of the court, he paid, in whole or in part, to the wife, or to the guardian, curator, custodian or trustee of the said minor child or children.

Section VI. No other or greater evidence shall be required to prove the marriage of such husband and wife, or that the defendant is the father or mother of such child or children, than is

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or shall be required to prove such facts in a civil action. In no prosecution under this Act shall any existing statute or rule of law prohibiting the disclosure of confidential communications between husband and wife apply, and both husband and wife shall be competent witnesses to testify against each other to any and all relevant matters, including the fact of such marriage and the parentage of such child or children; provided that neither shall be compelled to give evidence incriminating himself or herself. Proof of the desertion of such wife, child or children in destitute or necessitous circumstances or of neglect or refusal to provide for the support and maintenance of such wife, child or children shall be *prima facie* evidence that such desertion, neglect or refusal is wilful.

Utah.— State v. Smith (1915), 45 Utah, 381, 146 Pac. 286.

Texas. — Qualls v. The State (1913), 71 Tex. Crim. Cases, 67.

Section VII. It shall be the duty of the sheriff, warden, or other official in charge of the county jail, or of the custodian of the reformatory, workhouse, or house of correction, in which any person is confined on account of a sentence at hard labor, under this act, to pay over to the wife, or to the guardian, curator or custodian of his or her minor child or children, or to an organization or individual approved by the court as trustee, at the end of each week, for the support of such wife, child, or children, a sum equal to ..... for each day's hard labor performed by said person so confined.

Section VIII. This Act shall be so interpreted and construed as to effectuate its general purpose to make uniform the law of those states which enact it.

Kansas.— State v. Waller (1913), 90 Kan. 829.

Section IX. Repealing clause.

Vermont. — Ex parte Turner (1918), 102 Atl. 943.

Section X. This Act shall take effect the day of Anno Domini, 19

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UNIFORM CHILD LABOR ACT.

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UNIFORM CHILD LABOR ACT.

In 1909 a special committee appointed by the President of the National Conference of Commissioners on Uniform State Laws to consider and report as to the advisability of some legislation on the question of child labor, reported that it was advisable that a special committee of five be appointed by the President with authority to draft and present to the next Conference an Act to make uniform the law relating to child labor. This report was adopted by the Conference and a committee appointed of which Mr. Hollis R. Bailey was made chairman.

In 1910, this committee reported that it had met in Detroit in 1909 and in Washington in 1910 and had held several public hearings which were well attended; that it had decided to use the so-called Standard Child Labor Law prepared by the National Child Labor Committee as its starting point, and had sent out circulars containing interrogatories accompanied by a copy of the so-called Standard Child Labor Law for the purpose of obtaining suggestions and information, and that a tentative draft of a Uniform Child Labor Law had been prepared and submitted to the officers of the National Child Labor Committee, and that a new draft had been prepared taking into consideration the answers to the interrogatories, which draft the Committee submitted to the Conference with its report. This draft was recommitted for further revision.

The Committee with the assistance of the National Child Labor Committee carefully revised and rewrote the draft of a Uniform Child Labor Law during the year following the 1910 Conference. During that year there had been a considerable amount of child labor legislation, and this was considered by the Committee in preparing its final draft of an Act. The Act which the Committee prepared was almost entirely based upon legislation already in force in one or more states of the Union.

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The Committee in submitting this final draft to the 1911 Conference, reported that the Child Labor Law, if approved by the Conference would have its chief value as a model for legislation in those states which at that time were without any law on the subject, and in those states which were revising and codifying their laws. The Act reported by the Committee was approved by the Conference and recommended to the state legislatures for adoption.

The Uniform Child Labor Law has been adopted in the following states: Kentucky, 1914; Massachusetts, 1913; Mississippi, 1914; Utah, 1915.

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UNIFORM CHILD LABOR ACT.

Be it enacted, etc., as follows:

CHILDREN UNDER FOURTEEN.

Section 1. No child under 14 years of age shall be employed, permitted or suffered to work in, about or in connection with any (1) mill, (2) factory, (3) workshop, (4) mercantile or mechanical establishment, (5) tenement-house manufactory or workshop, (6) store, (7) office, (8) office building, (9) restaurant, (10) boarding-house, (11) bakery, (12) barber shop, (13) hotel, (14) apartment house, (15) bootblack stand or establishment, (16) public stable, (17) garage, (18) laundry, (19) place of amusement, (20) club, (21) or as a driver, (22) or in any brick or lumber yard, (23) or in the construction or repair of buildings, (24) or in the distribution, transmission or sale of merchandise, (25) or in the transmission of messages.

Sec. 2. It shall be unlawful for any person, firm or corporation to employ, permit or suffer to work any child under 14 years of age in any business or service whatever during any of the hours when the public schools of the district in which the child resides are in session.

CHILDREN UNDER SIXTEEN.

Sec. 3. No child under the age of 16 years shall be employed, permitted or suffered to work at any of the following occupations or in any of the following positions: (1) Adjusting any belt to any machinery; (2) sewing or lacing machine belts in any workshop or factory; (3) oiling, wiping or cleaning machinery or assisting therein; (4) operating or assisting in operating any of the following machines: (a) Circular or band saws; (b) wood shapers; (c) wood jointers; (d) planers; (e) sandpaper or wood-polishing machinery; (f) woodturning or boring machinery; (g) picker machines or machines used in picking wool, cotton, hair or any other material; (h) carding machines; (i) paper-lace machines; (j) leather-burnishing ma-

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chines; (k) job or cylinder printing presses operated by power other than foot power; (l) boring or drill presses; (m) stamping machines used in sheet-metal and tin-ware or in paper and leather manufacturing, or in washer and nut factories; (n) metal or paper cutting machines; (o) corner staying machines in paper box factories; (p) corrugating rolls, such as are used in corrugated paper; roofing or washboard factories; (q) steam boilers; (r) dough brakes or cracker machinery of any description; (s) wire or iron straightening or drawing machinery; (t) rolling mill machinery; (u) power punches or shears; (v) washing, grinding or mixing machinery; (w) calendar rolls in paper and rubber manufacturing; (x) laundering machinery; (5) or in proximity to any hazardous or unguarded belts, machinery or gearing; (6) or upon any railroad, whether steam, electric or hyraulic; (7) or upon any vessel or boat engaged in navigation or commerce within the jurisdiction of this state.

Sec. 4. No child under the age of 16 years shall be employed, permitted or suffered to work in any capacity (1) in, about, or in connection with any processes in which dangerous or poisonous acids are used; (2) nor in the manufacture or packing of paints, colors, white or red lead; (3) nor in soldering; (4) nor in occupations causing dust in injurious quantities; (5) nor in the manufacture or use of dangerous or poisonous dyes; (6) nor in the manufacture or preparation of compositions with dangerous or poisonous gases; (7) nor in the manufacture or use of compositions of lye in which the quantity thereof is injurious to health; (8) nor on scaffolding; (9) nor in heavy work in the building trades; (10) nor in any tunnel or excavation; (11) nor in, about or in connection with any mine, coal breaker, coke oven, or quarry; (12) nor in assorting, manufacturing or packing tobacco; (13) nor in operating any automobile, motor car or truck; (14) nor in a bowling alley; (15) nor in a pool or billiard room; (16) nor in any other occupation dangerous to the life and limb, or injurious to the health or morals of such child; (17) nor shall any child under the age of 16 years be employed upon the stage of any theater or concert hall or in connection with any theatrical performance or other exhibition or show.

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Sec. 5. The state board of health may, from time to time, after a hearing duly had, determine whether or not any particular trade, process of manufacture or occupation, in which the employment of children under the age of 16 years is not already forbidden by law, or any particular method of carrying on such trade, process of manufacture or occupation, is sufficiently dangerous to the lives or limbs or injurious to the health or morals of children under 16 years of age to justify their exclusion therefrom. No child under 16 years of age shall be employed, permitted or suffered to work in any occupation thus determined to be dangerous or injurious to such children. There shall be a right of appeal to the [Superior] Court from any such determination.

EMPLOYMENT CERTIFICATES.

Sec. 6. No child under 16 years of age shall be employed, permitted or suffered to work, in, about or in connection with any establishment or occupation named in section 1 unless the person, firm or corporation employing such child procures and keeps on file, and accessible to any truant officer [or attendance officer], inspector of factories, or other authorized inspector or officer charged with the enforcement of this Act, the employment certificate as hereinafter provided, issued to said child; and keeps two complete lists of the names together with the ages of all boys under 16 years of age and all girls under 18 years of age employed in or for such establishment or in such occupation, one on file and one conspicuously posted near the principal entrance of the place or establishment in which such children are employed.

Sec. 7. Truant officers [or attendance officers], inspectors of factories, or other authorized inspectors, or officers charged with the enforcement of this Act, shall require that the employment certificates and lists provided for in this Act be produced for their inspection.

Sec. 8. On termination of the employment of a child whose employment certificate is on file, such certificate shall be returned by the employer within two days to the official who issued

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the same with a statement of the reasons for the termination of said employment.

Sec. 9. An employment certificate shall be issued only by the superintendent of schools or by a person authorized by him in writing, or [where there is no superintendent of schools] by a person authorized in writing by the school board or committee in the city, town or village where such child resides, or in case the child resides outside of the state of , in the city, town or village in which the child is to be employed, upon the application in person of the parent or guardian or custodian of the child desiring such employment; provided, that no member of a school board or committee, or other person authorized as aforesaid, shall have authority to issue such certificate for any child then in or about to enter such person's own employment or the employment of a firm or corporation of which he is a member, officer or employee.

Sec. 10. The person authorized to issue an employment certificate shall not issue such certificate until he has received, examined, approved and filed the following papers, duly executed, viz.:

(1) The written pledge or promise of a person, firm or corporation to legally employ the child and also the written agreement to return the employment certificate within two days after the termination of such employment, as provided in section 9 of this Act.

(2) The school record of such child properly filled out and signed, as provided in this Act.

(3) A certificate signed by a physician appointed by the school board or committee stating that such child has been examined by him and, in his opinion, has reached the normal development of a child of his age, and is in sufficiently sound health and physically able to be employed in any of the occupations or processes in which a child between 14 and 16 years of age may be legally employed.

(4) Evidence of age that the child is 14 years old or upwards, which shall consist of one of the following proofs of age and shall be required in the order herein designated as follows:

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(*a*) A duly attested transcript of the birth certificate filed according to law with a registrar of vital statistics, or other officer charged with the duty of recording births, which certificate shall be *prima facie* evidence of the age of such child.

(b) A passport or a duly attested transcript of a certificate of baptism showing the date of birth and place of baptism of such child.

(*c*) In case none of the above proofs of age can be produced, other documentary evidence of age which shall appear to be satisfactory to the officer issuing the certificate (aside from the school record of such child or the affidavit of parent, guardian or custodian), may be accepted in lieu thereof. In such case a school census or enumeration record, duly attested, may be used as proof of age in the discretion of the officer issuing the certificate.

(*d*) In case no documentary proof of age of any kind can be produced, the officer issuing the certificate may receive and file an application signed by the parent, guardian or custodian of the child for physicians' certificates. Such application shall contain the name, alleged age, place of birth, and present residence of the child, together with such further facts as may be of assistance in determining the age of such child, and shall contain a statement certifying that the parent, guardian or custodian signing such application is unable to produce any of the documentary proofs of age specified in the preceding subdivisions of this section. Such application shall be filed for not less than sixty days for an examination to be made of the statements contained therein, and in case no facts appear within such period or by such examination tending to discredit or contradict any material statement of such application, the officer issuing the certificate may direct such child to appear thereafter for physical examination before two physicians officially designated by the school board or committee, and in case such physicians shall certify in writing that they have separately examined such child and that, in their opinion, such child is at least 14 years of age, such officer shall accept such certificates as sufficient proof of the age of such child for the purposes of this section. In case the opinions of such physicians do not concur, the child

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shall be examined by a third physician and the concurring opinions shall be sufficient for the purpose of this section as to the age of such child.

The officer issuing the certificate shall require the evidence of age specified in subdivision (*a*) in preference to that specified in any subsequent subdivision and shall not accept the evidence of age permitted by any subsequent subdivision unless he shall receive and file in addition thereto an affidavit of the parent, guardian or custodian showing that no evidence of age specified in any preceding subdivision or subdivisions of this section can be procured. Such affidavit shall contain the age, date and place of birth, and present residence of such child, which affidavit must be taken before the officer issuing the employment certificate, who is hereby authorized and required to administer such oath and who shall not demand or receive a fee therefor.

Sec. 11. No employment certificate shall be issued until the child in question has personally appeared before and been examined by the officer issuing the certificate, nor until such officer, after making such examination, has signed and filed in his office a statement that the child can read intelligently and write legibly simple sentences in the English language, and is qualified in the studies enumerated in section 13, and that, in his opinion, the child is 14 years of age or upwards.

Sec. 12. Every such employment certificate shall state the name, sex, the date and place of birth and the place of residence of the child, and describe the color of the hair and eyes, the height and weight and any distinguishing facial marks of such child, and shall contain a statement of the proof of age accepted and shall certify that the papers required by the preceding sections have been duly examined, approved and filed, and that the child named in such certificate has appeared before the officer issuing the certificate and has been examined.

Every such certificate shall be signed, in the presence of the officer issuing the same, by the child in whose name it is issued. It shall show the date of its issue. A record giving all the facts contained on every certificate issued shall be kept on file in the office issuing the same, and also a record of the names and addresses of the children to whom certificates have been refused,

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together with the names of the schools which such children should attend and the reasons for refusal.

Sec. 13. The school record required by this Act shall be filled out and signed by the principal or chief executive officer of the school which such child has last attended, and shall be furnished to a child who, after due examination and investigation, may be entitled thereto.

It shall contain a statement certifying that the child has regularly attended the public school or schools equivalent thereto or parochial schools for not less than 130 days, either during the twelve months previous to arriving at the age of 14 years, or during the twelve months previous to applying for such school record, and is able to read intelligently and write legibly simple sentences in the English language, and had completed a course of study equivalent to five yearly grades in reading, spelling, writing, English language and geography, and is familiar with the fundamental operations of arithmetic up to and including fractions.

Such school record shall also give the name, date of birth and residence of the child as shown on the records of the school and the name of the parent or guardian or custodian.

In case a child has attended more than one school during the twelve months previous to arriving at the age of 14 years or during the twelve months previous to applying for such school record, the principal or chief executive officer of each school shall separately certify to the number of days attended by the child in such school during such period, and no employment certificate shall be issued to such child unless the total of the days so attended shall be at least 130 days.

Sec. 14. The blank certificate and other papers required in the issuing of employment certificates shall be formulated by the chief factory inspector [or commissioner of labor, or state superintendent of public schools] and furnished by him to the local school boards or committees.

Sec. 15. The superintendent of schools or other person authorized to issue employment certificates shall transmit between the first and tenth days of each month, to the office of the chief factory inspector [or commissioner of labor], upon the

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blanks to be furnished by him, a list of the names of the children to whom certificates have been issued. Such lists shall give the name and address of the prospective employer and the nature of the occupation the child intends to engage in.

CHILDREN APPARENTLY UNDER SIXTEEN.

Sec. 16. An inspector of factories, truant officer [or attendance officer], or other officer charged with the enforcement of this Act may make demand on any employer in or about whose place or establishment a child apparently under the age of 16 years is employed or permitted or suffered to work, and whose employment certificate is not filed as required by this Act, that such employer shall either furnish him, within ten days, satisfactory evidence that such child is in fact over 16 years of age, or shall cease to employ or permit or suffer such child to work in such place or establishment. The inspector of factories, truant officer [or attendance officer], or other officer charged with the enforcement of this Act, shall require from such employer the same evidence of age of such child as is required upon the issuance of an employment certificate, and the employer furnishing such evidence shall not be required to furnish any further evidence of the age of the child.

Sec. 17. In case any employer shall fail to produce and deliver to a factory inspector, truant officer [attendance officer], or other officer charged with the enforcement of this Act, within ten days after demand made pursuant to section 16 of this Act the evidence of age therein required, and shall thereafter employ or continue to employ such child or permit or suffer such child to work in such place or establishment, proof of the making of such demand and of such failure to produce and file such evidence shall be *prima facie* evidence of the illegal employment of such child in any prosecution brought therefor.

CHILDREN UNDER EIGHTEEN.

Sec. 18. No child under the age of 18 years shall be employed, permitted or suffered to work (1) in, about or in connection with blast furnaces, docks, or wharves; (2) in the outside erection and repair of electric wires; (3) in the running

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or management of elevators, lifts or hoisting machines, or dynamos; (4) in oiling or cleaning machinery in motion; (5) in the operation of emery wheels or any abrasive, polishing or buffing wheel where articles of the baser metals or iridium are manufactured; (6) at switch tending; (7) gate tending; (8) track repairing; (9) or as brakeman, fireman, engineers, motormen or conductors upon railroads; (10) or as railroad telegraph operators; (11) as pilots, firemen or engineers upon boats and vessels; (12) or in or about establishments wherein nitroglycerine, dynamite, dualin, guncotton, gunpowder or other high or dangerous explosives are manufactured, compounded or stored; (13) or in the manufacture of white or yellow phosphorus or phosphorus matches; (14) or in any distillery, brewery, or any other establishment where malt or alcoholic liquors are manufactured, packed, wrapped or bottled; (15) or in any hotel, theater, concert hall, place of amusement, or any other establishment where intoxicating liquors are sold.

Sec. 19. The state board of health may, from time to time, after hearing duly had, determine whether or not any particular trade, process of manufacture or occupation, in which the employment of children under 18 years of age is not already forbidden by law, or any particular method of carrying on such trade, process of manufacture or occupation, is sufficiently dangerous to the lives or limbs or injurious to the health or morals of children under eighteen years of age to justify their exclusion therefrom.

No child under 18 years of age shall be employed, permitted or suffered to work in any occupation thus determined to be dangerous or injurious to such children. There shall be a right of appeal to the [Superior] Court from any such determination.

PERSONS UNDER TWENTY-ONE.

Sec. 20. No person under 21 years of age shall be employed, permitted or suffered to work in, about or in connection with any saloon or bar-room where intoxicating liquors are sold.

Sec. 21. No female under 21 years of age shall be employed, permitted or suffered to work in or about any (1) mine, (2)

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quarry, (3) or coal breaker, except in the office thereof, (4) or in oiling or cleaning machinery while in motion.

Sec. 22. No female under 21 years of age shall be employed, permitted or suffered to work in any capacity where such employment compels her to remain standing constantly.

Every person who shall employ any female under 21 years of age in any place or establishment mentioned in section 1 shall provide suitable seats, chairs or benches for the use of females so employed, which shall be so placed as to be accessible to said employees; and shall permit the use of such seats, chairs or benches by them in so far as the nature of their work allows, and there shall be provided at least one seat to every three females.

HOURS OF LABOR.

Sec. 23. No boy under the age of 16 and no girl under the age of 18 years shall be employed, permitted or suffered to work in, about or in connection with any establishment or occupation named in section 1 (1) for more than six days in any one week, (2) nor more than forty-eight hours in any week, (3) nor more than eight hours in any one day; (4) or before the hour of 7 o'clock in the morning or after the hour of 6 o'clock in the evening. The presence of such child in any establishment during working hours shall be *prima facie* evidence of its employment therein.

Sec. 24. No boy under the age of 18 years and no girl under the age of 21 years shall be employed, permitted or suffered to work in, about or in connection with any establishment or occupation named in section 1 (1) for more than six days in any one week, (2) nor more than fifty-four hours in any week, (3) nor more than ten hours in any one day, (4) or before the hour of 6 o'clock in the morning or after the hour of 10 o'clock in the evening.

Sec. 25. In cities [of the first and second class] no person under the age of 21 years shall be employed, permitted or suffered to work as a messenger for telegraph, telephone or messenger companies in the distribution, transmission or delivery of goods or messages before 5 o'clock in the morning or after 10 o'clock in the evening of any day.

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Sec. 26. Every employer shall post and keep posted in a conspicuous place in every room where any boy under the age of 18, or any girl under the age of 21 years is employed, permitted or suffered to work, a printed notice stating the maximum number of hours such person may be required or permitted to work on each day of the week, the hours commencing and stopping work, and the hours allowed for dinner or for other meals. The printed form of such notices shall be furnished by the chief inspector of factories [or commissioner of labor] and the employment of any minor for a longer time in any day than so stated, or at any time other than as stated in said printed notice shall be deemed a violation of the provisions of this Act.

STREET TRADES.

Sec. 27. No boy under 12 years of age, and no girl under 16 years of age shall, in any city [of the first or second class], distribute, sell, expose, or offer for sale (1) newspapers, (2) magazines or (3) periodicals in any street or public place.

Sec. 28. No boy under 14 years of age and no girl under 16 years of age shall, in any city [of the first or second class] be employed or permitted or suffered to work at any time as (1) a bootblack, or (2) in any other trade or occupation performed in any street or public place, or (3) in the distribution of hand bills or circulars, or (4) any other articles except newspapers, magazines and periodicals as hereinafter provided.

Sec. 29. No boy under 16 years of age shall, in any city [of the first or second class], distribute, sell, expose or offer for sale in any street or public place any (1) newspapers, (2) magazines, (3) or periodicals, (4) or work in any of the trades or occupations mentioned in section 28, unless he complies with all of the legal requirements concerning school attendance, and unless a permit and badge as hereinafter provided shall have been issued to him by the superintendent of schools or by a person authorized by him in writing, or, where there is no superintendent of schools, by a person authorized by the school board or committee of the city or school district where such boy resides, upon the application in person of the parent, guardian or custodian of the child desiring such permit and badge, or in case

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said child has no parent, guardian or custodian, then upon the application of his next friend, being an adult.

Sec. 30. Such permit and badge shall not be issued until the officer issuing the same shall have received, examined, approved and filed the following papers, duly executed, viz.:

(1) Evidence that such boy is of the age required by section 27 or 28, as the case may be. Such evidence of age shall consist of the proof of age required for the issuing of an employment certificate as specified in section 10, subdivision (4), of this Act.

(2) The written statement of the principal or chief executive officer of the school which the child is attending, stating that such child is an attendant at such school with the grade such child shall have attained, and that he has reached the normal development of a child of his age and is physically and mentally fit for such employment and that he is able to do such work beside the regular school work required by law.

After having received, examined and placed on file such papers, the officer shall issue to the child a permit and badge, provided, that in the case of a boy between the ages of 14 and 16 having an employment certificate, such certificate shall be accepted by the officer issuing such permit and badge in lieu of any other requirements.

Principals or chief executive officers of schools shall keep complete lists of all children in their schools to whom permits and badges, as herein provided, have been granted.

Sec. 31. Such permit shall state the name and the date and place of birth of the child, the name and address of the parent or guardian or custodian or next friend making application for such permit, and shall describe the color of the hair and eyes, the height and weight and any distinguishing facial marks of such child and shall further state that the papers required by the preceding sections have been duly examined and signed, and that the child named in such permit has personally appeared before the officer issuing the permit. The badge furnished by the officer issuing the permit shall bear on its face a number corresponding to the number of the permit and the name of the child. Every such permit and every such badge on its reverse

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side shall be signed in the presence of the officer issuing the same by the child in whose name it is issued.

Sec. 32. The badge provided for herein shall be worn conspicuously at all times by such child while so working. All such permits and badges shall expire annually on the first day of January, and no such permit or badge shall be authority beyond the period fixed therein for its duration. The color of the badge shall be changed each year.

No child to whom such permit and badge are issued shall transfer the same to any other person. He shall exhibit the same upon demand at any time to any officer charged with the duty of enforcing the provisions of this Act relating to street trades.

Sec. 33. No child under 16 to whom a permit and badge are issued as provided for in the preceding sections of this Act shall distribute, sell, expose, or offer for sale, any newspapers, magazines or periodicals, or work at any of the trades or occupations mentioned in section 28 in any street or public place (1) after 8 o'clock in the evening, (2) or before 6 o'clock in the morning, (3) nor during the hours when the public schools in the city in which such child resides are in session, unless provided with an employment certificate.

Sec. 34. Any child in any city [of the first or second class] who shall distribute, sell, expose or offer for sale newspapers, magazines or periodicals, or shall work at any of the trades or occupations mentioned in section 28 in violation of any of the provisions of this Act shall be deemed delinquent and may be arrested and brought before the juvenile court, if there be any juvenile court in the city where such child resides, or, if not, before any court or magistrate having jurisdiction over offenses committed by children, and shall be dealt with according to law. Upon the recommendation of the principal or chief executive officer of the school which such child is attending, or upon the complaint of any officer charged with the duty of enforcing this Act, or of any police officer, truant officer [attendance officer] or probation officer of a juvenile court, the permit of any child who violates any of the provisions of this Act, or who becomes delinquent or fails to comply with all the legal requirements concerning school attendance, may be revoked by the officer is-

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suing the same, for a period of six months and a badge taken from such child. The refusal of any child to surrender such permit and badge, or the working at any of the occupations above mentioned in any street or public place by any child after notice of the revocation of such permit shall be deemed a violation of this Act.

Sec. 35. The chief factory inspector [or commissioner of labor] or any inspector authorized by him shall enforce the provisions of the preceding sections relating to the employment of children in street trades.

GENERAL PROVISIONS.

Sec. 36. Inspectors of factories, truant officers [attendance officers] and other authorized inspectors may, within their respective districts or jurisdictions visit and inspect at any time any place of employment mentioned in this Act, and shall ascertain whether any minors are employed therein contrary to the provisions of this Act; and they shall report weekly to the school authorities any cases of children under 16 years of age discharged for illegal employment; and truant officers shall also report the same to the chief or district factory inspector [or commissioner of labor].

It shall be the duty of factory inspectors, truant officers [attendance officers] and other officers charged with the enforcement of this Act, to make complaints against any person violating any of the provisions of this Act and to prosecute the same.

This shall not be construed as a limitation upon the right of other persons to make and prosecute such complaints.

Sec. 37. A failure by an employer to produce to a truant officer [attendance officer], factory inspector, or other authorized inspector or officer charged with the enforcement of this Act, any employment certificate or list required by this Act shall be *prima facie* evidence of the illegal employment of any child whose employment certificate is not produced or whose name is not so listed.

Sec. 38. Nothing in this Act shall prevent children of any age from receiving industrial education furnished by the United

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States, this state or any city or town in the state and duly approved by the state board of education or by [the school board or committee or] other duly constituted public authority.

PENALTIES.

Sec. 39. Any person, firm or corporation, agent or manager of any firm or corporation, who, whether for himself or for such firm or corporation or by himself, or through agents, servants or foremen, employs any child and whoever having under his control as parent, guardian, custodian or otherwise, any child, permits or suffers such child to be employed or to work in violation of any of the provisions of this Act, shall, for a first offense be punished by a fine of not less than five dollars nor more than fifty dollars; for a second offense by a fine of not less than fifty dollars nor more than two hundred dollars, or by imprisonment for not more than thirty days or by both such fine and imprisonment; for a third offense by a fine of not less than two hundred dollars, or by imprisonment for not more than sixty days, or by both such fine and imprisonment.

Sec. 40. Whoever continues to employ any child in violation of any of the provisions of this Act, after being notified thereof in writing by a factory inspector, truant officer [attendance officer], or other officer charged with the enforcement of this act, shall, for every day thereafter that such employment continues, be fined not less than five nor more than twenty dollars.

Sec. 41. Any person, firm or corporation retaining an employment certificate in violation of section 8 of this Act shall be fined not less than five nor more than fifty dollars.

Sec. 42. Every employer who fails to procure and keep on file employment certificates for all children employed under the age of 16 years, or who fails to keep and post lists, as provided in section 6 of this Act, shall be fined not less than five dollars nor more than one hundred dollars.

Sec. 43. Any employer who fails to post and keep posted the printed notices required by section 26 of this Act in the manner therein specified shall be fined not less than five dollars nor more than fifty dollars.

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Sec. 44. Every employer who fails to provide suitable seats, chairs or benches and to allow the use of the same as provided in section 22 of this Act, shall be fined not less than five dollars nor more than one hundred dollars.

Sec. 45. Any person, firm or corporation who (1) hinders or delays any factory inspector, truant officer [attendance officer], or any other officer charged with the enforcement of any of the provisions of this Act in the performance of his or her duties, (2) or refuses to admit or locks out any such officer from any place which said inspectors or officers are authorized to inspect shall be punished by a fine of not less than five nor more than two hundred dollars, or by imprisonment for not less than ten days nor more than thirty days, or by both such fine and imprisonment.

Sec. 46. Any inspector of factories, or other authorized inspector, truant officer [attendance officer], superintendent of schools or other person authorized to issue employment certificates or permits and badges as required by this Act, or other person charged with the enforcement of any of the provisions of this Act, who knowingly and wilfully violates or fails to comply with any of the provisions of this act shall be fined not less than five nor more than one hundred dollars.

Sec. 47. Any person authorized to sign any certificate, affidavit or paper called for by this Act, who knowingly certifies to any material false statement therein, shall be fined not less than five dollars nor more than one hundred dollars.

Sec. 48. Any child working in or in connection with any of the establishments or places or in any of the occupations mentioned in this Act, who refuses to give to the factory inspector or other authorized inspector or truant officer [attendance officer] his or her name, age and place of residence, shall be forthwith conducted by the inspector or truant officer [attendance officer] before the juvenile court if there be any juvenile court in the city where such child resides, or if not before any court or magistrate having jurisdiction of offenses committed by children, for examination and to be dealt with according to law.

Sec. 49. Any person who, either for himself or herself or as

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agent of any other person or of any corporation, furnishes or sells to any minor any article of any description with the knowledge that said minor intends to sell said article in violation of the provisions of this Act, or who shall continue to furnish or sell articles of any description to a minor after having received written notice from any officer charged with the enforcement of this Act, or from the officer issuing the permit and badge required by section 29, that said minor is unlicensed to sell such articles, shall be punished by a fine of not less than five dollars nor more than two hundred dollars, or by imprisonment for not less than ten days nor more than thirty days, or by both such fine and imprisonment.

Sec. 50. This Act may be cited as the Uniform Child Labor Law. It shall be so interpreted and construed as to effectuate its general purpose to make uniform the law of those states which enact it.

Sec. 51. All Acts or parts of Acts inconsistent with any of the provisions of this Act are hereby repealed.

Sec. 52. This Act shall take effect on the day of A. D. 19 .

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UNIFORM MARRIAGE AND MARRIAGE LICENSES ACT

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UNIFORM MARRIAGE AND MARRIAGE LICENSES ACT

By resolution of the National Conference of Commissioners on Uniform State Laws adopted at its annual meeting in 1905, recognition of the National Conference on Uniform Divorce Laws, which was called to meet at Washington, D. C., in 1906, at the suggestion of the Governor of Pennsylvania, was given; the Conference expressed its satisfaction at the prospect of receiving "any assistance in solving the many and difficult problems relating to the divorce laws of the several states and territories," and promised "to aid the proposed congress in any way within its power."

During the meeting of the Divorce Congress, a resolution was adopted reading as follows:

> "Resolved, That the President of this Congress appoint a committee of five members of this Congress to consider the propriety of adopting a uniform Marriage License Law with power to report such a uniform Marriage License Law, to be recommended for adoption."

The committee was appointed and submitted a report embodying therein the essential requirements of a uniform Marriage License Law. Upon the filing of this report, the Divorce Congress adopted a resolution in which it expressed its hope that some body would make an effort to secure a uniform Marriage and Marriage License Law, as these subjects were not within the purview of the Congress. This action of the Congress and its report were submitted to the Committee on Marriage and Divorce of the Commissioners on Uniform State Laws.

The first tentative draft of this Act, after having been circulated for criticisms and suggestions, was submitted to the Conference at its 19th annual meeting at Detroit, Michigan, in 1909. A revised draft of the Act was prepared in harmony with the suggestions and criticisms received and the same was

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resubmitted to the Conference in 1910, at its meeting held in Chattanooga, Tennessee. A third draft of the Act was prepared in 1911, and duly submitted to the Conference at its meeting that year in Boston, Mass., where it was finally approved and recommended for adoption in all the states.

The Act was adopted by Massachusetts, with slight modifications in 1911 and by Wisconsin in 1917.

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		Wis. Stats. (1917)
Uniform Act Section No.	1911 Massachusetts	1917 Wisconsin
1	(Adopted with slight modifications)	2339n–1
2		2339n–2
3		2339n–3
4	Mass. R. L. C. 151, Secs. 16–44, Vol. 2, pp. 1347–1352; Amended by St. 1907, c. 159, p. 113; St. 1911, c. 736, p. 938; St. 1912, c. 120, p. 85; St. 1912, c. 463, p. 393; St. 1912, c. 535, p. 491; St. 1913, c. 752, p. 713; St. 1914, c. 121, p. 89; St. 1914, c. 428, p. 383.	2339n–4
5		2339n–5
6		2339n–6
7		2339n–7
8		2339n–8
9		2339n–9
10		2339n–10
11		2339n–11
12		2339n–12
13		2339n–13
14		2339n–14
15		2339n–14
16		2339n–15
17		2339n–16
18		2339n–17
19		2339n–18
20		2339n–19
21		2339n–20
22		.....
23		2339n–21
24		2339n–22
25		2339n–23
26		2339n–24
27		2339n–25
28		.....
29		2339n–26
30		2339n–27
31		.....
32		.....

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UNIFORM MARRIAGE AND MARRIAGE LICENSES ACT

Section I. *Be it enacted, etc.,* That marriage may be validly contracted in this state only after a license has been issued therefor, in the manner following:

1. Before any person authorized by the laws of this state to celebrate marriages (and hereinafter designated as the officiating person), by declaring in the presence of at least two competent witnesses other than such officiating person, that they take each other as husband and wife; or,

2. In accordance with the customs, rules and regulations of any religious society, denomination or sect to which either of the parties may belong, by declaring in the presence of at least two competent witnesses, that they take each other as husband and wife.

Section II. No persons shall be joined in marriage within this state until a license shall have been obtained for that purpose from the ..... of the ..... in which one of the parties resides; provided that if both parties be non-residents of the state, such license may be obtained from the ..... of the ..... where the marriage ceremony is to be performed.

Section III. Application for a marriage license must be made at least five days before the license shall be issued; provided, that in cases of emergency, or extraordinary circumstances, the judge of the court having probate jurisdiction may authorize the license to be issued at any time before the expiration of said five days.

Section IV. No license shall be issued unless both of the contracting parties shall be identified to the satisfaction of the proper ....., who shall further require of the parties, either separately or together, a statement under oath relative to the legality of the contemplated marriage, the date of same, the names, relationship, if any, age, nationality, color, residence, and occupation of the parties, the names of the parents, guardians, or curators of such as are under the age of legal majority, any prior marriage or marriages of the parties, or either of

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them, and the manner of the dissolution thereof; and if there be no legal objection thereto, such ..... shall issue a marriage license in the form hereinafter prescribed. Or, the parties intending marriage may, either separately or together, appear before any ....., magistrate, or justice of the peace of the ..... (whether in this or any other state) wherein either of the contracting parties resides, or of the ..... where the marriage is to be performed, who shall require of them a statement under oath as above provided; and such statement, having been duly subscribed and sworn to, and the parties having been duly identified, shall be forwarded to the proper ....., who, if satisfied after an examination thereof, that the same is in proper legal form, and that no legal objection to the contemplated marriage exists, shall issue a license therefor.

Section V. No license shall be issued if either of the contracting parties be under the marriageable age of consent as established by law. If either of the contracting parties be between the marriageable age of consent as established by law, and the age of legal majority, to wit, between ..... years and ..... years, if a male, and between ..... years and ..... years, if a female, no license shall be issued without the consent of his or her parents, guardian, or curator, or of the parent having the actual care, custody and control of such minor or minors, given before the ..... under oath, or certified under the hand of such parents, guardian or curator as aforesaid, and properly verified by affidavit before a notary public or other official authorized by law to take affidavits, which certificate shall be filed of record in the office of said ..... and entered by him on the marriage license docket before issuing said license; provided, that if there be no guardian or curator of either or both of such minors, or if there be no competent person having the actual care, custody, and control of such minor or minors, then the judge of the ..... of the residence of the minor having probate jurisdiction may, after hearing, upon proper cause shown, make an order allowing the marriage of such minor or minors.

Section VI. Immediately upon entering an application for a license, the ..... shall post in his office a notice giv-

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ing the names and residences of the parties applying therefor, and the date of the application. Any person believing that the statements of the application are false or insufficient, or that the applicants or either of them are incompetent to marry, may file with the court having probate jurisdiction in the .... in which the license is applied for, a petition under oath, setting forth the grounds of objection to the marriage, and asking for a rule upon the parties making such application to show cause why the license should not be refused. Whereupon, said court, if satisfied that the grounds of objection are *prima facie* valid, shall issue a rule to show cause as aforesaid, returnable as the court may direct, but not more than ten days from and after the date of said rule, which rule shall be served forthwith upon the applicants for such license, and upon the clerk before whom such application shall have been made, and shall operate as a stay upon the issuance of the license until further ordered. If, upon hearing, the objections be sustained, the court shall make an order refusing the license; the costs to rest in the discretion of the court; but if the objections be overruled, the party or parties filing the same shall be liable for all costs of the proceedings.

Section VII. Any person who shall, in any affidavit or statement required or provided for by sections IV, V, or VI of this Act, wilfully and falsely swear, or who shall procure another to swear falsely in regard to any material fact relating to the competency of either or both of the parties applying for a marriage license, or as to the ages of such parties, if minors, or who shall falsely pretend to be the parent, guardian or curator, having authority to give consent to the marriage of such minors, shall be guilty of a misdemeanor and upon conviction thereof be punished by a fine of not less than $100.00 or more than $500.00, or by imprisonment in the ..... for not more than one year, or by both such fine and imprisonment.

Section VIII. Any ..... who shall knowingly issue a marriage license contrary to, or in violation of, the provisions of this Act shall be guilty of a misdemeanor, and upon conviction thereof, be punished by a fine of not less than $100.00 or more than $500.00, or imprisonment in the ..... for not more than one year, or by both such fine and imprisonment.

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Section IX. Model forms for blank applications, statements, consent of parents, affidavits, licenses, and marriage certificates and such other forms as shall be necessary to comply with the provisions of this Act shall be prescribed by the ..... and provided at the expense of the state; and a sample copy of each of said forms shall be furnished to the ..... of each ..... of the state. The ..... authorities shall furnish, at the cost of said ....., to the ..... all of the aforesaid blanks, together with a suitable book to be called the marriage license docket, which said ..... shall keep in his office among his records, and enter therein a complete record of the applications for and the issuing of all marriage licenses, and of all matters which he is required by this act to ascertain relative to the rights of any person to obtain a license. Said marriage license docket shall be open for public inspection or examination at all times during office hours.

Section X. The license shall authorize the marriage ceremony to be performed in any ..... of this state, excepting that where both parties are non-residents of the state, the ceremony shall be performed only in the ..... in which the license is issued. The license shall be directed "to any person authorized by the law of this state to solemnize marriage," and shall authorize him to solomnize marriage between the parties therein named, at any time not more than one year from and after the date thereof. If the marriage is to be solemnized by the parties without the presence of an officiating person, as provided by paragraph 2 of section I of this Act, the license shall be directed to the parties to the marriage. If either of the parties be not of the age of legal majority, then his or her age shall be stated, and the fact of the consent of his or her parents, guardian, or curator, shall likewise be stated; and if either of said parties shall have been theretofore married, then the number of times he or she shall have been previously married, and the manner in which the prior marriage or marriages was or were dissolved, shall be stated. The officiating person shall satisfy himself that the parties presenting themselves to be married by him are the parties named in the license; and if he knows of any legal impediment to such marriage, he shall re-

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fuse to perform the ceremony. The issue of a license shall not be deemed to remove or dispense with any legal disability, impediment or prohibition rendering marriage between the parties illegal, and the license shall contain a statement to that effect.

Section XI. Said license shall be in form substantially as follows:

State of..... } ss.
.....of..... }

No.....

To any person authorized by the laws of this state to solemnize marriage:

You are hereby authorized at any time not more than one year from and after the date hereof, within the ..... of ..... (not knowing any legal impediment thereto) to join together in marriage in accordance with the laws of this state, A..... B..... aged....., and never heretofore married, (or married on the .... day of ....., A. D. ....., to E. ..... F. ....., said E. ..... F. ..... having died on the ..... day of ..... A. D. .....; or, said A. ..... B. ..... having been divorced from said E. .... F. ..... by the Court of ..... of the ..... of ..... State of ..... on the ..... day of ..... A. D. .....,) and C. ..... D. ..... aged ..... and never heretofore married, (or married on the ..... day of ..... A. D. ....., to G ..... H ..... said G. ..... H. ..... having died on the ..... day of ..... A. D. .....; or said C. ..... D. .....having been divorced from said G. ..... H. ..... by the Court of ..... of the ..... of ..... State of ..... on the ..... day of ..... A. D. .....). The consent of ..... the ..... of the said A..... B..... and of ....., the ..... of the said C..... D..... having been duly given. The issue of this license shall not be deemed to remove or dispense with any legal disability, impediment or prohibition rendering marriage between the parties illegal.

Given under my hand and seal of the ..... Court of

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..... at ..... State of ..... this ..... day of ..... Anno Domini one thousand nine hundred and .....

.....

[Seal] Marriage License Clerk.

Section XII. If the marriage is to be solemnized by the parties without an officiating person, as provided by paragraph 2 of section I of this Act, the license shall be in form substantially as follows:

State of.....
} ss.
.....of..... No. .....

To A..... B..... aged ..... and C..... D..... aged .....

This is to certify that, legal evidence having been furnished to me as required by law, and the consent of ..... the ..... of the said A..... B..... and of ..... the ..... of the said C..... D.....having been duly given, I am satisfied there is no legal impediment to your joining yourselves in marriage in accordance with the customs, rules, and regulations of any religious society, denomination or sect to which you, or either of you, may belong, at any time not more than one year from and after the date hereof, within the ..... of .....

The issue of this license shall not be deemed to remove or dispense with any legal disability, impediment or prohibition rendering marriage between you illegal.

Given under my hand and the seal of the ..... Court of ..... at ..... State of ..... this ..... day of .....Anno Domini one thousand nine hundred and .....

.....

[Seal] Marriage License Clerk.

Sec. XIII. The license shall have appended to it three certificates, numbered to correspond with the license, (one marked "original," one marked "duplicate" and one marked "triplicate"), which shall be in form substantially as follows:

MARRIAGE CERTIFICATE.

I, ... hereby certify that on the ..... day of ..... Anno Domini one thousand nine hundred and ..... at ..... in the ..... of ..... State of .....

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A..... B..... of ..... State of ..... and C..... D..... of ..... State of ..... were by me united in marriage as authorized by a marriage license issued for that purpose by the ..... of ..... and State of..... numbered ..... and dated the ..... day of ..... A. D. 19....

Signed .....

(Official designation) .....

We, the undersigned, were present at the marriage of A.... B..... and C..... D....., as set forth in the foregoing certificate, at their request, and heard their declarations that they took each other for husband and wife.

D..... E.....

F..... G.....

But if, as provided by section XII of this Act, the license has been issued to the parties themselves, then the certificate (in triplicate) shall be in form substantially as follows:

MARRIAGE CERTIFICATE.

We hereby certify that on the ..... day of ..... Anno Domini one thousand nine hundred and ..... we united ourselves in marriage in accordance with the customs, rules and regulations of the ..... at ..... in the ..... of ..... and State of ..... having first obtained from the ..... of the ..... of ..... State of ....., a marriage license numbered ..... and dated the ..... day of ..... A. D. 19...., certifying that he was satisfied that there was no legal impediment to our so doing.

A..... B.....

C..... D.....

We, the undersigned, were present at the marriage of A..... B..... and C..... D....., as set forth in the foregoing certificate, at their request, and heard their declarations that they took each other as husband and wife.

D..... E.....

F..... G.....

And the triplicate certificate in each case shall contain the following words: "N. B. This triplicate certificate must be returned to the license clerk who issued the license within thirty days from the date of the marriage."

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Section XIV. The marriage certificates marked "original" and "duplicate," duly signed, shall be given by the officiating person to the persons married by him; and the certificate marked "triplicate" shall be returned by such officiating person, or, in the case of a marriage ceremony performed without an officiating person, then by the parties to the marriage contract, or either of them, to the ..... who issued the license, within thirty days after the date of said marriage.

Section XV. The said ..... upon receiving such triplicate certificate, shall immediately enter the same on the docket where the marriage license of said parties is recorded, and place such certificate on file.

Section XVI. If any officiating person shall solemnize a marriage unless the contracting parties shall first have obtained a proper license as hereinbefore provided; or unless the parties to such marriage declare that they take each other as husband and wife; or without the presence of two competent witnesses; or, in the case of a minor or minors, unless the consent, as hereinbefore provided, of the parent, guardian or curator of such minor or minors be stated in such license; or shall solemnize a marriage knowing of any legal impediment thereto; or shall solemnize a marriage more than one year from and after the date of the license; or shall falsely certify to the date of a marriage solemnized by him; or shall solemnize a marriage in a .... other than the .... prescribed in section X of this Act, he shall be guilty of a misdemeanor, and on conviction thereof, shall be punished by a fine of not less than $100.00 or more than $500.00, or by imprisonment in the ..... for not more than one year, or by both such fine and imprisonment.

Section XVII. Where a marriage is solemnized without the presence of an officiating person, then, and in that case, if the parties to such marriage shall solemnize the same more than one year from and after the date of the license; or shall falsely certify to the date of such marriage; or shall solemnize the same in a ..... other than the ..... prescribed in section X of this Act, they or either of them shall be guilty of a misdemeanor, and on conviction thereof shall be punished by a fine of not less than $100.00 or more than $500.00 or by im-

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prisonment in the ..... for not more than one year, or by both such fine and imprisonment.

Section XVIII. If any person, not being duly authorized by the laws of this state, shall wilfully or knowingly undertake to solemnize a marriage in this state, he shall be guilty of a misdemeanor, and on conviction thereof, shall be punished by a fine of not less than $100.00 or more than $1,000.00, or by imprisonment in the ..... for not more than one year, or by both such fine and imprisonment.

Section XIX. Every officiating person, or persons marrying without the presence of an officiating person as provided by paragraph 2 of section I of this Act, who shall neglect or refuse to transmit the triplicate certificate of any marriage solemnized by him or them, to the ..... issuing the license within thirty days after the date of such marriage, shall be fined the sum of one hundred dollars.

Section XX. Any ..... who shall refuse or neglect to enter upon the marriage license docket a complete record of each application and of each marriage license issued from his office, immediately after the same shall have been made or issued, as the case may be, or to enter the triplicate certificate of any marriage upon the marriage license docket, as required by section XV of this Act, or shall fail to keep such marriage license docket open for inspection or examination by the public during office hours, or shall prohibit or prevent any person from making a copy or abstract of the entries in the marriage license docket, shall for each such illegal act, omission or denial, be fined the sum of fifty dollars.

Section XXI. Any fine or forfeiture accruing under the provisions of this Act may be recovered by an action of debt in the same manner as other debts are recovered by law, with the usual costs, in any court of record in any ..... in this state in which the defendant or defendants may be found.

Section XXII. A copy of the record of the marriage license, and marriage certificate, certified under the hand of said ..... and the seal of the court, shall be received in all courts of this state as *prima facie* evidence of such marriage between the parties therein named.

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Section XXIII. All marriages hereafter contracted in violation of any of the requirements of section I of this Act shall be null and void, (except as provided in sections XXIV and XXV of this Act); provided, that the parties to any such void marriage may, at any time, validate such marriage by complying with the requirements of this Act, and the issue thereof, if any, shall thereupon become legitimate, as provided by section XXVII of this Act.

Section XXIV. No marriage hereafter contracted shall be void by reason of want of authority or jurisdiction in the officiating person solemnizing such marriage, if the marriage is in other respects lawful, and is consummated with the full belief on the part of the persons so married, or either of them, that they have been lawfully joined in marriage.

Section XXV. No marriage hereafter contracted shall be void either by reason of the license having been issued without the consent of the parents, guardian or curator of a minor, or by a ..... not having jurisdiction to issue the same, or by reason of any omission, informality or irregularity of form in the application for the license or in the license itself, or by reason of the incompetency of the witnesses to such marriage, or because the marriage may have been solemnized in a ..... other than the ..... prescribed in section X of this Act, or more than one year after the date of the license, if the marriage is in other respects lawful and is consummated with the full belief on the part of the persons so married, or either of them, that they have been lawfully joined in marriage. Where a marriage has been celebrated in one of the forms provided for in Section I of this Act, and the parties thereto have immediately thereafter assumed the habit and repute of husband and wife, and have continued the same uninterruptedly thereafter for the period of one year, or until the death of either of them, it shall be deemed that a license has been issued as required by this Act.

Section XXVI. If a person during the lifetime of a husband or wife with whom the marriage is in force, enters into a subsequent marriage contract in accordance with the provisions of section I of this Act, and the parties thereto live together there-

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after as husband and wife, and such subsequent marriage contract was entered into by one of the parties in good faith, in the full belief that the former husband or wife was dead, or that the former marriage had been annulled, or dissolved by a divorce, or without knowledge of such former marriage, they shall, after the impediment to their marriage has been removed by the death or divorce of the other party to such former marriage, if they continue to live together as husband and wife in good faith on the part of one of them, be held to have been legally married from and after the removal of such impediment, and the issue of such subsequent marriage shall be considered as the legitimate issue of both parents.

Section XXVII. In any and every case where the father and mother of an illegitimate child or children shall lawfully intermarry, such child or children shall thereby become legitimated, and enjoy all the rights and privileges of legitimacy as if they had been born during the wedlock of their parents; and this section shall be taken to apply to all cases prior to its date, as well as those subsequent thereto; provided, that no estate already vested shall be divested by this Act.

Section XXVIII. The ..... of each ..... shall, on or before the first day of February in each year, make return to the ..... of this state, upon suitable blank forms to be provided by the state, of a statement of all marriage licenses issued by him during the preceding calendar year, including all the facts required to be ascertained by him upon the issuing of each license; and shall also make return of a statement of all marriage certificates which shall have been returned to him during such period; and upon neglect or refusal so to do, such ... shall forfeit and pay the sum of one hundred dollars for the use of the proper .....

Section XXIX. This Act shall be so interpreted and construed as to effectuate its general purpose to make uniform the law of those states which enact it.

Section XXX. Each ..... shall be entitled to receive the following fees.

Section XXXI. (Repealing clause.)

Section XXXII. This Act shall take effect the ..... day of ....., Anno Domini 191....

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UNIFORM MARRIAGE EVASION ACT

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UNIFORM MARRIAGE EVASION ACT

It was at the meeting of the Conference at Boston in August, 1911, that the question involved in the above Act was first presented and discussed. The Committee on Marriage and Divorce took the matter under consideration and before the next conference held two meetings which were devoted entirely to a consideration of this Act. The first was held at Philadelphia on October 28th, 1911, and the second at the same place on April 8th, 1912. The result of these meetings was submitted to the Conference at Milwaukee, Wisconsin, in August, 1912, where it was finally approved and recommended for adoption in all the states. The Act was first adopted by the State of Vermont in 1912. It is now the law of five jurisdictions. They are: Illinois, 1915; Louisiana, 1914; Massachusetts, 1913; Vermont, 1912; and Wisconsin, 1915.

	Callaghan's Illinois Laws 1913-16.	Marr's Am. Rev. St. of La.	Acts and Resolves of Mass. (1913), Ch. 360.	General Laws of Vermont (1917)	Wis. St. (1917)
Uniform Act Sec. No.	1915 Illinois	1914 Louisana	1913 Mass.	1912 Vermont	1915 Wisconsin
1	7363 (1)	4458	1	3514	2330M (1)
2	7363 (2)	4459	2	3515	2330M (2)
3	7363 (3)	4460	3	*3517	.....
4	7363 (4)	4461	4	3518	.....

* Modified.

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UNIFORM MARRIAGE EVASION ACT

Section 1. *Be it enacted, etc.,* That if any person residing and intending to continue to reside in this state who is disabled or prohibited from contracting marriage under the laws of this state shall go into another state or country and there contract a marriage prohibited and declared void by the laws of this state such marriage shall be null and void for all purposes in this state with the same effect as though such prohibited marriage had been entered into this state.

Massachusetts.—Ewald v. Ewald (1914), 219 Mass. 111.

Wisconsin.—Hall v. Industrial Commission (1917), 165 Wis. 364.

Section 2. No marriage shall be contracted in this state by a party residing and intending to continue to reside in another state or jurisdiction if such marriage would be void if contracted in such other state or jurisdiction and every marriage celebrated in this state in violation of this provision shall be null and void.

Illinois. — Powell v. Powell (1917), 207 Ill. App. 292.

Wisconsin.—Hall v. Industrial Commission (1917), 165 Wis. 364.

Section 3. Before issuing a license to marry to a person who resides and intends to continue to reside in another state the officer having authority to issue the license shall satisfy himself by requiring affidavits or otherwise that such person is not prohibited from intermarrying by the laws of the jurisdiction where he or she resides.

Section 4. Any official issuing a license with knowledge that the parties are thus prohibited from intermarrying and any person authorized to celebrate marriage who shall knowingly celebrate such a marriage shall be guilty of a misdemeanor, and shall be punished by.....

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UNIFORM PARTNERSHIP ACT

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UNIFORM PARTNERSHIP ACT

The subject of a uniform law on partnership was taken up by the Conference of Commissioners on Uniform State Laws in 1902, and the Committee on Commercial Law was instructed to employ an expert and prepare a draft to be submitted to the next annual Conference. At the meeting in 1903 the committee reported that it had secured the services of James Barr Ames, dean of the law school of Harvard University, as expert to draft the act.

In 1905 the Committee on Commercial Law reported progress on this subject, and a resolution was passed by the Conference, directing that a draft be prepared upon the mercantile theory. In 1906 the committee reported that it had in its hands a draft of an act on this subject, which draft was recommitted to the committee for revision and amendment, with directions to report to the next Conference for discussion and action.

In 1907 the matter was brought before the Conference and postponed until the 1908 meeting. In 1908 the matter was discussed by the Conference. In 1909 the second tentative draft of the Partnership Act was introduced and discussed.

In 1910 the committee reported that on account of the death of Dean Ames no progress had been made, but that Mr. Wm. Draper Lewis, then dean and now professor of law at the law school of the University of Pennsylvania, and Mr. James B. Lichtenberger of the Philadelphia Bar, had prepared a draft of a partnership act on the so-called entity idea, with the aid of the various drafts and notes of Dean Ames, and that they were ready to submit a draft of a proposed uniform act, embodying the theory that a partnership is an aggregate of individuals associated in business, which is the theory at present accepted in nearly all the states of the Union. Dean Lewis expressed his belief that with certain modifications the aggregate or common law theory should be adopted. A resolution was passed by the Conference that any action that might have theretofore been adopted by it, tending to limit the Com-

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mittee on Commercial Law in its consideration of the partnership law to what is known as the entity theory, be rescinded and that the committee be allowed and directed to consider the subject of partnership at large as though no such resolution had been adopted by the Conference.

In the fall of 1910 the committee invited to a conference, held in Philadelphia, all the teachers of, and writers on, partnerships, besides several other lawyers known to have made a special study of the subject. There was a large attendance. For two days the members of the committee and their guests discussed the theory on which the proposed act should be drawn. At the conclusion of the discussion the experts present recommended that the act be drawn on the aggregate or common law theory, with the modification that the partners be treated as owners of partnership property holding by a special tenancy which should be called tenancy in partnership. Accordingly, at the meeting of the Conference in the summer of 1911, the committee reported that, after hearing the discussion of experts, it had voted that Dean Lewis be requested to prepare a draft of a partnership act on the so-called common law theory.

The committee reported another draft of the act to the Conference at its session in 1912, drawn on the aggregate or common law theory, with the modification referred to. At this session the Conference spent several days in the discussion of the act, again referring it to the Committee on Commercial Law for their further consideration.

The Committee on Commercial Law held a meeting in New York on March 29, 1913, and took up the draft of the act referred back to it by the Conference, and after careful consideration of the amendments suggested by the Conference, prepared their seventh draft, which was, at their annual session in the summer of 1912, submitted to the Conference. The Conference again spent several days in discussing the act and again referred it to the Committee on Commercial Law, this time mainly for perfection in form.

The Committee on Commercial Law assembled in the city of New York, September 21, 1914, and had before it a new draft of the act, which had been prepared by Mr. Lewis with valuable sug-

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gestions submitted by Charles E. Shepard, Esq., one of the commissioners from the State of Washington, and others interested in the subject. The committee reported the eighth draft to the Conference which, on October 14, 1914, passed a resolution recommending the act for adoption to the legislatures of all the states.

The law has now been passed in Alaska, 1917; Illinois, 1917; Maryland, 1916; Michigan, 1917; New York, 1919; Pennsylvania, 1915; Tennesee, 1917; Virginia, 1918; Wisconsin, 1915, Wyoming, 1917.

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	Laws 1917, p. 159.	Laws 1917, p. 625.	Laws 1916, ch. 175.	Laws 1917, p 119	Laws 1919, ch. 408.
Uniform Act Sec. No.	1917 Alaska.	1917 Illinois.	1916 Maryland.	1917 Michigan.	1919 New York.
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2	2	2	2	2	2
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4	4	4	4	4	4
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44	..	..	43(3)	..	111
45	44	44	43(2)	44	110

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	No. 15, Laws of Penn.	Laws 1917, p. 419.	Laws 1918, p. 541.	Laws 1915.	Laws 1917, p. 125.
Uniform Act Sec. No.	1915 Pa.	1917 Tennessee.	1918 Virginia.	1915 Wisconsin.	1917 Wyoming.
1	1	1	1	1724m1	1
2	2	2	2	1724m1	2
3	3	3	3	1724m1	3
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5	5	5	5	1724m2	5
6	6	6	6	1724m3	6
7	7	7	7	1724m4	7
8	8	8	8	1724m5	8
9	9	9	9	1724m6	9
10	10	10	10	1724m7	10
11	11	11	11	1724m8	11
12	12	12	12	1724m9	12
13	13	13	13	1724m10	13
14	14	14	14	1724m11	14
15	15	15	15	1724m12	15
16	16	16	16	1724m13	16
17	17	17	17	1724m14	17
18	18	18	18	1724m15	18
19	19	19	19	1724m16	19
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22	22	22	22	1724m19	22
23	23	23	23	1724m20	23
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27	27	27	27	1724m23	27
28	28	28	28	1724m24	28
29	29	29	29	1724m25	29
30	30	30	30	1724m25	30
31	31	31	31	1724m26	31
32	32	32	32	1724m27	32
33	33	33	33	1724m28	33
34	34	34	34	1724m29	34
35	(See Laws 1917, No. 42)	35	35	1724m30*	35
36	36	36	36	1724m31	36
37	37	37	37	1724m32	37
38	38	38	38	1724m33	38
39	39	39	39	1724m34	39
40	40	40	40	1724m35	40
41	41	41	41	1724m36*	41
42	42	42	42	1724m37	42
43	43	43	43	1724m38	43
44	44	44	44	1724m38	44
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UNIFORM PARTNERSHIP ACT

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3. Interpretation of Knowledge and Notice.
4 Rules of Construction.
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PART I.

Preliminary Provisions.

Section 1.—(Name of Act.)—This Act may be cited as Uniform Partnership Act.

Section 2.—(Definition of Terms.)—In this Act, "court" includes every court and judge having jurisdiction in the case.

"Business" includes every trade, occupation, or profession.

"Person" includes individuals, partnerships, corporations, and other associations.

"Bankrupt" includes bankrupt under the Federal Bankruptcy Act or insolvent under any state insolvent Act.

"Conveyance" includes every assignment, lease, mortgage, or encumbrance.

"Real property" includes land and any interest or estate in land.

Section 3.—(Interpretation of Knowledge and Notice.)—(1) A person has "knowledge" of a fact within the meaning of this Act not only when he has actual knowledge thereof, but also when he has knowledge of such other facts as in the circumstances shows bad faith.

(2) A person has "notice" of a fact within the meaning of this Act when the person who claims the benefit of the notice

(a) States the fact to such person, or

(b) Delivers through the mail, or by other means of communication, a written statement of the fact to such person or to a proper person at his place of business or residence.

Section 4.—(Rules of Construction.)—(1) The rule that statutes in derogation of the common law are to be strictly construed shall have no application to this Act.

(2) The law of estoppel shall apply under this Act.

(3) The law of agency shall apply under this Act.

(4) This Act shall be so interpreted and construed as to effect its general purpose to make uniform the law of those states which enact it.

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(5) This Act shall not be construed so as to impair the obligations of any contract existing when the Act goes into effect, nor to affect any action or proceedings begun or right accrued before this Act takes effect.

Section 5.—(Rules for Cases not Provided for in this Act.)—In any case not provided for in this Act the rules of law and equity, including the law merchant, shall govern.

PART II.

Nature of a Partnership.

Section 6.—(Partnership Defined.)—(1) A partnership is an association of two or more persons to carry on as co-owners a business for profit.

(2) But any association formed under any other statute of this state, or any statute adopted by authority, other than the authority of this state, is not a partnership under this Act, unless such association would have been a partnership in this state prior to the adoption of this Act; but this Act shall apply to limited partnerships except in so far as the statutes relating to such partnerships are inconsistent herewith.

Section 7.—(Rules for Determining the Existence of a Partnership.)—In determining whether a partnership exists. these rules shall apply:

(1) Except as provided by Section 16 persons who are not partners as to each other are not partners as to third persons.

(2) Joint tenancy, tenancy in common, tenancy by the entireties, joint property, common property, or part ownership does not of itself establish a partnership, whether such co-owners do or do not share any profits made by the use of the property.

(3) The sharing of gross returns does not of itself establish a partnership, whether or not the persons sharing them have a joint or common right or interest in any property from which the returns are derived.

(4) The receipt by a person of a share of the profits of a business is *prima facie* evidence that he is a partner in the business,

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but no such inference shall be drawn if such profits were received in payment:

(a) As a debt by installments or otherwise,

(b) As wages of an employee or rent to a landlord,

(c) As an annuity to a widow or representative of a deceased partner,

(d) As interest on a loan, though the amount of payment vary with the profits of the business.

(e) As the consideration for the sale of the good-will of a business or other property by installments or otherwise.

Illinois.— Fitch v. King (1917), 279 Ill. 62, 116 N. W. 624.

Maryland.— Shawmut Mining Co. v. Padgett (1919), 104 Atl. 40.

Michigan.— Fletcher v. Fletcher (1917), 163 N. W. 488.

Pennsylvania.— First Nat. Bank v. Gitt (1917), 259 Pa. 84, 102 Atl. 428; In re Hauen Estate (1915), 248 Pa. 93, 93 Atl. 1013; Producers Lumber Co. v. Guinmere (1918), 260 Pa. 423, 103 Atl. 916; Strauss v. Mendelsohn (1916), 63 Pa. Super. Ct. 504; Whitman v. Levan (1916), 62 Pa. Super. Ct. 262.

Virginia.— Manor v. Hindman (1919), 97 S. E. 332.

Section 8.—(Partnership Property.)—(1) All property originally brought into the partnership stock or subsequently acquired, by purchase or otherwise, on account of the partnership is partnership property.

(2) Unless the contrary intention appears, property acquired with partnership funds is partnership property.

(3) Any estate in real property may be acquired in the partnership name. Title so acquired can be conveyed only in the partnership name.

(4) A conveyance to a partnership in the partnership name, though without words of inheritance, passes the entire estate of the grantor unless a contrary intent appears.

PART III.

Relations of Partners to Persons Dealing with the Partnership.

Section 9.—(Partner Agent of Partnership as to Partnership Business.)—(1) Every partner is an agent of the partnership

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for the purpose of its business, and the act of every partner, including the execution in the partnership name of any instrument, for apparently carrying on in the usual way the business of the partnership of which he is a member binds the partnership, unless the partner so acting has in fact no authority to act for the partnership in the particular matter, and the person with whom he is dealing has knowledge of the fact that he has no such authority.

(2) An act of a partner which is not apparently for the carrying on of the business of the partnership in the usual way does not bind the partnership unless authorized by the other partners.

(3) Unless authorized by the other partners or unless they have abandoned the business, one or more but less than all the partners have no authority to:

(a) Assign the partnership property in trust for creditors or on the assignee's promise to pay the debts of the partnership,

(b) Dispose of the good-will of the business,

(c) Do any other act which would make it impossible to carry on the ordinary business of the partnership,

(d) Confess a judgment,

(e) Submit a partnership claim or liability to arbitration or reference.

(4) No act of a partner in contravention of a restriction on his authority shall bind the partnership to persons having knowledge of the restriction.

Illinois.— Sterling Wholesale Gro. Co. v. Pisetter (1918), 204 Ill. App. 61.

Michigan.— In re Farmers v. Merchants Bank of Lawerence, Mich. (1916), 160 N. W. 601; Ward v. Cary (1918), 200 Mich. 217, 166 N. W. 952; Wexford Tp. v. Seeley (1917), 163 N. W. 16.

Pennsylvania.— Funk v. Young (1916), 254 Pa. 548, 99 Atl. 75; Whitman v. Levan (1916), 62 Pa. Super. Ct. 68.

Section 10.—(Conveyance of Real Property of the Partnership.)—(1) Where title to real property is in the partnership name, any partner may convey title to such property by a conveyance executed in the partnership name; but the partnership may recover such property unless the partner's act binds the

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partnership under the provisions of paragraph (1) of Section 9, or unless such property has been conveyed by the grantee or a person claiming through such grantee to a holder for value without knowledge that the partner, in making the conveyance, has exceeded his authority.

(2) Where title to real property is in the name of the partnership, a conveyance executed by a partner, in his own name, passes the equitable interest of the partnership, provided the act is one within the authority of the partner under the provisions of paragraph (1) of Section 9.

(3) Where title to real property is in the name of one or more but not all the partners, and the record does not disclose the right of the partnership, the partners in whose name the title stands may convey title to such property, but the partnership may recover such property if the partners' act does not bind the partnership under the provisions of paragraph (1) of Section 9, unless the purchaser or his assignee, is a holder for value, without knowledge.

(4) Where the title to real property is in the name of one or more or all the partners, or in a third person in trust for the partnership, a conveyance executed by a partner in the partnership name, or in his own name, passes the equitable interest of the partnership, provided the act is one within the authority of the partner under the provisions of paragraph (1) of Section 9.

(5) Where the title to real property is in the names of all the partners a conveyance executed by all the partners passes all their rights in such property.

Section 11.—(Partnership Bound by Admission of Partner.) —An admission or representation made by any partner concerning partnership affairs within the scope of his authority as conferred by this Act is evidence against the partnership.

Section 12.—(Partnership Charged with Knowledge of or Notice to Partner.)—Notice to any partner of any matter relating to partnership affairs, and the knowledge of the partner acting in the particular matter, acquired while a partner or then present to his mind, and the knowledge of any other partner who reasonably could and should have communicated it to the

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acting partner, operate as notice to or knowledge of the partnership, except in the case of a fraud on the partnership committed by or with the consent of that partner.

Section 13.—(Partnership Bound by Partner's Wrongful Act.)—Where, by any wrongful act or omission of any partner acting in the ordinary course of the business of the partnership, or with the authority of his co-partners, loss or injury is caused to any person, not being a partner in the partnership, or any penalty is incurred, the partnership is liable therefor to the same extent as the partner so acting or omitting to act.

Section 14.—(Partnership Bound by Partner's Breach of Trust.)—The partnership is bound to make good the loss:

(a) Where one partner acting within the scope of his apparent authority receives money or property of a third person and mis-applies it; and

(b) Where the partnership in the course of its business receives money or property of a third person and the money or property so received is misapplied by any partner while it is in the custody of the partnership.

Section 15.—(Nature of Partner's Liability.)—All partners are liable

(a) Jointly and severally for everything chargeable to the partnership under sections 13 and 14.

(b) Jointly for all other debts and obligations of the partnership; but any partner may enter into a separate obligation to perform a partnership contract.

Pennsylvania.—Harding v. Pen Argyle Nat. Bank (1918), 67 Pa. Sup. Ct. 68; Hendley v. Bittinger (1915), 249 Pa. 193, 94 Atl. 831.

Tennessee.—Bank of Bellbuckle v. Mason (1918), 139 Tenn. 659, 202 S. W. 931.

Section 16.—(Partner by Estoppel.)—(1) When a person by words spoken or written or by conduct, represents himself, or consents to another representing him to any one, as a partner in an existing partnership or with one or more persons not actual partners, he is liable to any such person to whom such representation has been made, who has, on the faith of such representation, given credit to the actual or apparent partner-

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ship, and if he has made such representation or consented to its being made in a public manner he is liable to such person, whether the representation has or has not been made or communicated to such person so giving credit by or with the knowledge of the apparent partner making the representation or consenting to its being made.

(a) When a partnership liability results, he is liable as though he were an actual member of the partnership.

(b) When no partnership liability results, he is liable jointly with the other persons, if any, so consenting to the contract or representation as to incur liability, otherwise separately.

(2) When a person has thus been represented to be a partner in an existing partnership, or with one or more porsons not actual partners, he is an agent of the persons consenting to such representation to bind them to the same extent and in the manner as though he were a partner in fact, with respect to persons who rely upon the representation. Where all the members of the existing partnership consent to the representation, a partnership act or obligation results; but in all other cases it is the joint act or obligation of the person acting and the persons consenting to the representation.

Illinois.— H. Albrecht & Co. v. Massing (1918), 199 Ill. App. 182.

Maryland.— Erdman v. Trustees of Eutan Methodist Protestant Church (1917), 129 Md. 595, 99 Atl. 793; N. Sakelos & Co. v. Hutchinson Bros. (1916), 129 Md. 300, 99 Atl. 357.

Section 17.—(Liability of Incoming Partner.)—A person admitted as a partner into an existing partnership is liable for all the obligations of the partnership arising before his admission as though he had been a partner when such obligations were incurred except that his liability shall be satisfied only out of partnership property.

PART IV.

Relations of Partners to One Another.

Section 18.—(Rules determining Rights and Duties of Partners.)—The rights and duties of the partners in relation to the partnership shall be determined, subject to any agreement between them, by the following rules:

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(a) Each partner shall be repaid his contributions, whether by way of capital or advances to the partnership property and share equally in the profits and surplus remaining after all liabilities, including those to partners, are satisfied; and must contribute towards the losses, whether of capital or otherwise, sustained by the partnership according to his share in the profits.

(b) The partnership must indemnify every partner in respect of payment made and personal liabilities reasonably incurred by him in the ordinary and proper conduct of its business, or for the preservation of its business or property.

(c) A partner, who in aid of the partnership makes any payment or advance beyond the amount of capital which he agreed to contribute, shall be paid interest from the date of the payment or advance.

(d) A partner shall receive interest on the capital contributed by him only from the date when repayment should be made.

(e) All partners have equal rights in the management and conduct of the partnership business.

(f) No partner is entitled to remuneration for acting in the partnership business, except that a surviving partner is entitled to reasonable compensation for his services in winding up the partnership affairs.

(g) No person can become a member of a partnership without the consent of all the partners.

(h) Any difference arising as to ordinary matters connected with the partnership business may be decided by a majority of the partners; but no act in contravention of any agreement between the partners may be done rightfully without the consent of all the partners.

Wisconsin.—Keith v. Rust Land & Lumber Co. (1918), 167 N. W. 432.

Section 19.—(Partnership Books.)—The partnership books shall be kept, subject to any agreement between the partners at the principal place of business of the partnership, and every partner shall at all times have access to and may inspect and copy any of them.

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Section 20.—(Duty of Partners to Render Information.)—Partners shall render on demand true and full information of all things affecting the partnership to any partner or the legal representative of any deceased partner or partner under legal disability.

Section 21.—(Partner Accountable as a Fiduciary.)—(1) Every partner must account to the partnership for any benefit, and hold as trustee for it any profits derived by him without the consent of the other partners from any transactions connected with the formation, conduct, or liquidation of the partnership or from any use by him of its property.

(2) This section applies also to the representatives of a deceased partner engaged in the liquidation of the affairs of the partnership as the personal representatives of the last surviving partner.

Section 22.—(Right to an Account.)—Any partner shall have the right to a formal account as to partnership affairs.

(a) If he is wrongfully excluded from the partnership business or possession of its property by his co-partners,

(b) If the right exists under the terms of any agreement,

(c) As provided by Section 21,

(d) Whenever other circumstances render it just and reasonable.

Wisconsin.—McCartney v. Boyd (1915), 152 N. W. 820.

Section 23.—(Continuation of Partnership Beyond Fixed Term.)—(1) When a partnership from a fixed term or particular undertaking is continued after the termination of such term or particular undertaking without any express agreement, the rights and duties of the partners remain the same as they were at such termination, so far as is consistent with a partnership at will.

(2) A continuation of the business by the partners or such of them as habitually acted therein during the term, without any settlement or liquidation of the partnership affairs, is *prima facie* evidence of a continuation of the partnership.

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PART V.

Property Rights of a Partner.

Section 24.—(Extent of Property Rights of a Partner.)—The property rights of a partner are (1) his rights in specific partnership property, (2) his interest in the partnership, and (3) his right to participate in the management.

Section 25.—(Nature of a Partner's Right in Specific Partnership Property.)—(1) A partner is a co-owner with his partners of specific partnership property holding as a tenant in partnership.

(2) The incidents of this tenacy are such that:

(a) A partner, subject to the provisions of this Act and to any agreement between the partners, has an equal right with his partners to possess specific partnership property for partnership purposes; but he has no right to possess such property for any other purpose without the consent of his partners.

(b) A partner's right in specific partnership property is not assignable except in connection with the assignment of the rights of all the partners in the same property.

(c) A partner's right in specific partnership property is not subject to attachment or execution, except on a claim against the partnership. When partnership property is attached for a partnership debt the partners, or any of them, or the representatives of a deceased partner, cannot claim any right under the homestead or exemption laws.

(d) On the death of a partner his right in specific partnership property vests in the surviving partner or partners except where the deceased was the last surviving partner, when his right in such property vests in his legal representative. Such surviving partner or partners, or the legal representative of the last surviving partner, has no right to possess the partnership property for any but a partnership purpose.

(e) A partner's right in specific partnership property is not subject to dower, curtesy, or allowances to widows, heirs, or next of kin.

Pennsylvania.—Kreis v. Cortledge (1919), 104 Atl. 855.

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Section 26.—(Nature of Partner's Interest in the Partnership.)—A partner's interest in the partnership is his share of the profits and surplus, and the same is personal property.

Section 27.—(Assignment of Partner's Interest.)—(1) A conveyance by a partner or his interest in the partnership does not of itself dissolve the partnership, nor, as against the other partners in the absence of agreement, entitle the assignee, during the continuance of the partnership, to interfere in the management or administration of the partnership business or affairs, or to require any information or account of partnership transactions, or to inspect the partnership books; but it merely entitles the assignee to receive in accordance with his contract the profits to which the assigning partner would otherwise be entitled.

(2) In case of a dissolution of the partnership, the assignee is entitled to receive his assignor's interest and may require an account from the date only of the last account agreed to by all the partners.

Section 28.—(Partner's Interest Subject to Charging Order.)—(1) On due application to a competent court by any judgment creditor of a partner, the court which entered the judgment, order, or decree, or any other court, may charge the interest of the debtor partner with payment of the unsatisfied amount of such judgment debt with interest thereon; and may then or later appoint a receiver of his share of the profits, and of any other money due or to fall due to him in respect of the partnership, and make all other orders, directions, accounts and inquiries which the debtor partner might have made, or which the circumstances of the case may require.

(2) The interest charged may be redeemed at any time before foreclosure, or in case of a sale being directly by the court may be purchased without thereby causing a dissolution:

(a) With separate property, by any one or more of the partners, or

(b) With partnership property, by any one or more of partners with the consent of all the partners whose interests are not so charged or sold.

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(3) Nothing in this Act shall be held to deprive a partner of his right, if any, under the exemption laws, as regards his interest in the partnership.

PART VI.

Dissolution and Winding Up.

Section 29.—(Dissolution Defined.)—The dissolution of a partnership is the change in the relation of the partners caused by any partner ceasing to be associated in the carrying on as distinguished from the winding up of the business.

Section 30.—(Partnership Not Terminated by Dissolution.)—On dissolution the partnership is not terminated, but continues until the winding up of partnership affairs is completed.

Section 31.—(Causes of Dissolution.)—Dissolution is caused:

(1) Without violation of the agreement between the partners,

(a) By the termination of the definite term or particular undertaking specified in the agreement,

(b) By the express will of any partner when no definite term or particular undertaking is specified,

(c) By the express will of all the partners who have not assigned their interests or suffered them to be charged for their separate debts, either before or after the termination of any specified term or particular undertaking,

(d) By the expulsion of any partner from the business *bona fide* in accordance with such a power conferred by the agreement between the partners;

(2) In contravention of the agreement between the partners, where the circumstancees do not permit a dissolution under any other provision of this section, by the express will of any partner at any time;

(3) By any event which makes it unlawful for the business of the partnership to be carried on or for the members to carry it on in partnership;

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(4) By the death of any partner;
(5) By the bankruptcy of any partner or the partnership;
(6) By decree of court under Section 32.

Wisconsin.— Crossman v. Gibney (1916), 164 Wis. 395, 160 N. W. 172.

Section 32.—(Dissolution by Decree of Court.)—(1) Application by or for a partner the court shall decree a dissolution whenever:

(a) A partner has been declared a lunatic in any judicial proceeding or is shown to be of unsound mind,

(b) A partner becomes in any other way incapable of performing his part of the partnership contract,

(c) A partner has been guilty of such conduct as tends to affect prejudicially the carrying on of the business,

(d) A partner wilfully or persistently commits a breach of the partnership agreement, or otherwise so conducts himself in matters relating to the partnership business that it is not reasonably practicable to carry on the business in partnership with him,

(e) The business of the partnership can only be carried on at a loss,

(f) Other circumstances render a disolution equitable.

(2) On the application of the purchaser of a partner's interest under Sections 28 or 29:

(a) After the termination of the specified term or particular undertaking,

(b) At any time if the partnership was a partnership at will when the interest was assigned or when the charging order was issued.

Section 33.—(General Effect of Dissolution on Authority of Partner.)—Except so far as may be necessary to wind up partnership affairs or to complete transactions begun but not then finished, dissolution terminates all authority of any partner to act for the partnership,

(1) With respect to the partners,

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(a) When the dissolution is not by the act, bankruptcy or death of a partner; or

(b) When the dissolution is by such act, bankruptcy or death of a partner, in cases where Section 34 so requires.

(2) With respect to persons not partners, as declared in Section 35.

Section 34.—(Right of Partner to Contribution from Co-Partners After Dissolution.)—Where the dissolution is caused by the act, death or bankruptcy of a partner, each partner is liable to his co-partners for his share of any liabilitiy created by any partner acting for the partnership as if the partnership had not been dissolved unless

(a) The dissolution being by act of any partner, the partner acting for the partnership had knowledge of the dissolution, or

(b) The dissolution being by the death or bankruptcy of a partner, the partner acting for the partnership had knowledge or notice of the death or bankruptcy.

Section 35.—(Power of Partner to Bind Partnership to Third Persons After Dissolution.)—(1) After dissolution a partner can bind the partnership except as provided in Paragraph (3)

(a) By any act appropriate for winding up partnership affairs or completing transactions unfinished at dissolution;

(b) By any transaction which would bind the partnership if dissolution had not taken place, provided the other party to the transaction

(I) Had extended credit to the partnership prior to dissolution and had no knowledge or notice of the dissolution; or

(II) Though he had not so extended credit, had nevertheless known of the partnership prior to dissolution, and, having no knowledge or notice of dissolution, the fact of dissolution had not been advertised in a newspaper of general circulation in the place (or in each place if more than one) at which the partnership business was regularly carried on.

(2) The liability of a partner under Paragraph (1b) shall be satisfied out of partnership assets alone when such partner had been prior to dissolution

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(a) Unknown as a partner to the person with whom the contract is made; and

(b) So far unknown and inactive in partnership affairs that the business reputation of the partnership could not be said to have been in any degree due to his connection with it.

(3) The partnership is in no case bound by any act of a partner after dissolution

(a) Where the partnership is dissolved because it is unlawful to carry on the business, unless the act is appropriate for winding up partnership affairs; or

(b) Where the partner has become bankrupt; or

(c) Where the partner has no authority to wind up partnership affairs; except by a transaction with one who

(I) Had extended credit to the partnership prior to dissolution and had no knowledge or notice of his want of authority; or

(II) Had not extended credit to the partnership prior to dissolution, and, having no knowledge or notice of his want of authority, the fact of this want of authority has not been advertised in the manner provided for advertising the fact of dissolution in Paragraph (1bII).

(4) Nothing in this section shall affect the liability under Section 16 of any person who after dissolution represents himself or consents to another representing him as a partner in a partnership engaged in carrying on business.

Section 36.—(Effect of Dissolution on Partner's Existing Liability.)—(1) The dissolution of the partnership does not of itself discharge the existing liability of any partner.

(2) A partner is discharged from any existing liability upon dissolution of the partnership by an agreement to that effect between himself, the partnership creditor and the person or partnership continuing the business; and such agreement may be inferred from the course of dealing between the creditor having knowledge of the dissolution and the person or partnership continuing the business.

(3) Where a person agrees to assume the existing obligations of a dissolved partnership, the partners whose obligations

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have been assumed shall be discharged from any liability to any creditor of the partnership who, knowing of the agreement, consents to a material alteration in the nature or time of payment of such obligations.

(4) The individual property of a deceased partner shall be liable for all obligations of the partnership incurred while he was a partner but subject to the prior payment of his separate debts.

Section 37.—(Right to Wind Up.)—Unless otherwise agreed the partners who have not wrongfully dissolved the partnership or the legal representative of the last surviving partner, not bankrupt, has the right to wind up the partnership affairs; provided, however, that any partner, his legal representative, or his assignee, upon cause shown, may obtain winding up by the court.

Section 38.—(Rights of Partners to Application of Partnership Property.)—(1) When dissolution is caused in any way, except in contravention of the partnership agreement, each partner, as against his co-partners and all persons claiming through them in respect of their interests in the partnership, unless otherwise agreed, may have the partnership property applied to discharge its liabilities, and the surplus applied to pay in cash the net amount owing to the respective partners. But if dissolution is caused by expulsion of a partner, *bona fide* under the partnership agreement, and if the expelled partner is discharged from all partnership liabilities, either by payment or agreement under Section 36 (2), he shall receive in cash only the net amount due him from the partnership.

(2) When dissolution is caused in contravention of the partnership agreement the rights of the partners shall be as follows:

(a) Each partner who has not caused dissolution wrongfully shall have,

I. All the rights specified in paragraph (1) of this section, and

II. The right, as against each partner who has caused the dissolution wrongfully, to damages for breach of the agreement.

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(b) The partners who have not caused the dissolution wrongfully, if they all desire to continue the business in the same name, either by themselves or jointly with others, may do so, during the agreed term for the partnership and for that purpose may possess the partnership property, provided they secure the payment by bond approved by the court, or pay to any partner who has caused the dissolution wrongfully, the value of his interest in the partnership at the dissolution, less any damages recoverable under clause (2aII) of this action indemnify him against all present or future partnership liabilities.

(c) A partner who has caused the dissolution wrongfully shall have:

I. If the business is not continued under the provisions of paragraph (2b) all the rights of a partner under paragraph (1), subject to clause (2aII), of this section,

II. If the business is continued under paragraph (2b) of this section the right as against his co-partners and all claiming through them in respect of their interests in the partnership, to have the value of his interest in the partnership, less any damages caused to his co-partners by the dissolution, ascertained and paid to him in cash, or the payment secured by bond approved by the court, and to be released from all liabilities of partnership; but in ascertaining the value of the partner's interest the value of the good will of the business shall not be considered.

Wisconsin.— Crossman v. Gibney (1916), 164 Wis. 395, 160 N. W. 172.

Section 39.—(Rights Where Partnership is Dissolved for Fraud or Misrepresentation.)—Where a partnership contract is rescinded on the ground of the fraud or misrepresentation of one of the parties thereto, the party entitled to rescind is, without prejudice to any other right, entitled,

(a) To a lien on, or right of retention of, the surplus of the partnership property after satisfying the partnership liabilities to third persons for any sum of money paid by him for the pur-

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chase of an interest in the partnership and for any capital or advances contributed by him; and

(b) To stand, after all liabilities to third persons have been satisfied in the place of the creditors of the partnership for any payments made by him in respect of the partnership liabilities; and

(c) To be indemnified by the person guilty of the fraud or making the representation against all debts and liabilities of the partnership.

Section 40.—(Rules for Distribution.)—In settling accounts between the parties after dissolution, the following rules shall be observed, subject to any agreement to the contrary:

(2) The assets of the partnership are;

I. The partnership property,

II. The contributions of the partners necessary for the payment of all the liabilities specified in clause (b) of this paragraph.

(b) The liabilities of the partnership shall rank in order of payment, as follows:

I. Those owing to creditors other than partners,

II. Those owing to partners other than for capital and profits,

III. Those owing to partners in respect of capital,

IV. Those owing to partners in respect of profits.

(c) The assets shall be applied in the order of their declaration in clause (a) of this paragraph to the satisfaction of the liabilities.

(d) The partners shall contribute, as provided by Section 18 (a) the amount necessary to satisfy the liabilities; but if any, but not all, of the partners are insolvent, or, not being subject to process, refuse to contribute, the other partners shall contribute their share of the liabilities, and, in the relative proportions in which they share the profits, the additional amount necessary to pay the liabilities.

(e) An assignee for the benefit of creditors or any person appointed by the court shall have the right to enforce the contributions specified in clause (d) of this paragraph.

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(f) Any partner or his legal representative shall have the right to enforce the contributions specified in clause (d) of this paragraph, to the extent of the amount which he has paid in excess of his share of the liability.

(g) The individual property of a deceased partner shall be liable for the contributions special in clause (d) of this paragraph.

(h) When partnership property and the individual properties of the partners are in the possession of a court for distribution, partnership creditors shall have priority on partnership property and separate creditors on individual property, saving the rights of lien or secured creditors as heretofore.

(i) Where a partner has become bankrupt or his estate is insolvent the claims against his separate property shall rank in the following order:

I. Those owing to separate creditors,

II. Those owing to partnership creditors,

III. Those owing to partners by way of contribution.

Section 41.—(Liability of Persons Continuing the Business in Certain Cases.)—(1) When any new partner is admitted into an existing partnership, or when any partner retires and assigns (or the representative of a decreased partner assigns) his rights in partnership property to two or more of the partners, or to one or more of the partners and one or more third persons, if the business is continued without liquidation of the partnership affairs, creditors of the first or dissolved partnership are also creditors of the partnership so continuing the business.

(2) When all but one partner retire and assign (or the representative of a deceased partner assigns) their rights in partnership property to the remaining partner, who continues the business without liquidation of partnership affairs, either alone or with others, creditors of the dissolved partnership are also creditors of the person or partnership so continuing the business.

(3) When any partner retires or dies and the business of the dissolved partnership is continued as set forth in paragraphs (1) and (2) of this section, with the consent of the retired partners or the representative of the deceased partner, but without any assignment of his right in partnership property, rights of

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creditors of the dissolved partnership and of the creditors of the person or partnership continuing the business shall be as if such assignment had been made.

(4) When all the partners or their representatives assign their rights in partnership property to one or more third person who promise to pay the debts and who continue the business of the dissolved partnership, creditors of the dissolved partnership are also creditors of the person or partnership continuing the business.

(5) When any partner wrongfully causes a dissolution and the remaining partners continue the business under the provisions of Section 38 (2b), either alone or with others, and without liquidation of the partnership affairs, creditors of the dissolved partnership are also creditors of the person or partnership continuing the business.

(6) When a partner is expelled and the remaining partners continue the business either alone or with others, without liquidation of the partnership affairs, creditors of the dissolved partnership are also creditors of the person or partnership continuing the business.

(7) The liability of a third person becoming a partner in the partnership continuing the business, under this section to the creditors of the dissolved partnership shall be satisfied out of partnership property only.

(8) When the business of a partnership after dissolution is continued under any conditions set forth in this section the creditors of the dissolved partnership, as against the separate creditors of the retiring or deceased partner or the representative of the deceased partner, have a prior right to any claim of the retired partner or the representative of the deceased partner against the person or partnership continuing the business, on account of the retired or deceased partner's interest in the dissolved partnership or on account of any consideration promised for such interest or for his right in partnership property.

(9) Nothing in this section shall be held to modify any right of creditors to set aside any assignment on the ground of fraud.

(10) The use by the person or partnership continuing the business of the partnership name, or the name of a deceased

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partner as part thereof, shall not of itself make the individual property of the deceased partner liable for any debts contracted by such person or partnership.

Illinois.— H. Albrecht & Co. v. Massing (1918), 199 Ill. App. 182.

Section 42.—(Rights of Retiring or Estate of Deceased Partner When the Business is Continued.)—When any partner retires or dies, and the business is continued under any of the conditions set forth in Section 41 (1, 2, 3, 5, 6) or Section 38 (2b), without any settlement of accounts as between him or his estate and the person or partnership continuing the business, unless otherwise agreed, he or his legal representative as against such persons or partnership may have the value of his interest at the date of dissolution ascertained, and shall receive as an ordinary creditor an amount equal to the value of his interest in the dissolved partnership with interest, or, at his option or at the option of his legal representative, in lieu of interest, the profits attributable to the use of his right in the property of the dissolved partnership; provided that the creditors of the dissolved patnership as against the separate creditors, or the representative of the retired or deceased partner, shall have priority on any claim arising under this section, as provided by Section 41 (8) of this Act.

Section 43.—(Accrual of Actions.)—The right to an account of his interest shall accrue to any partner, or his legal representative, as against the winding up partners or the surviving partners or the person or partnership continuing the business, at the date of the dissolution, in the absence of any agreement to the contrary.

PART VII.

Miscellaneous Provisions.

Section 44.—(When Act Takes Effect.)—This Act shall take effect on the day of , one thousand nine hundred and .

Section 45.—(Legislation Repealed.)—All Acts or parts of Acts inconsistent with this Act are hereby repealed.

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UNIFORM COLD STORAGE ACT

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UNIFORM COLD STORAGE ACT

The Committee on Purity of Articles of Commerce, at the meeting of the Conference of Commissioners held in Montreal, August, 1913, submitted as directed by the conference of 1912, a draft of "An Act to Regulate Cold Storage of Articles of Food." The draft was recommitted to the Committee with instructions to re-draft and submit the second draft to the Conference in 1914. The second draft was prepared by the committee at a meeting held in New York City, on November 22, 1913 and at subsequent meetings. In this work, the Committee was greatly aided by Dr. M. E. Pennington, Chief of Reserved Laboratory, United States Department of Agriculture and by many suggestions and criticisms received from associations and individuals interested in the business of cold storage of articles of food. This second draft was submitted to the Conference held in Washington, D. C., October 14-19, 1914, and was approved and recommended to the various states for adoption on October 19, 1914.

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	Laws 1917, p. 648.	Laws 1916, ch. 163, p. 281.	Laws 1912, ch. 652. p. 711.		Comp. Laws 1917.	Rev. 1917. ch. 428.
Uniform Act Sec. No.	1917 Illinois.	1916 Maryland.	1912 Mass.	1919 Tenn.	1917 Utah.	1917 Wisc.
1	1	177I	1*	Not	840	1684w–1
2	2	177J	2*	Yet	841	1684w–2
3	3	177K	2*	Out	842	1684w–3
4	4	177L	2*		843	1684w–4
5	5	177M	3*		844	1684w–5
6	6	177N	4*		845	1684w–6
7	7	177O	4*		846	1684w–7
8	8	177P	5*		847	1684w–8
9	9	177Q	6*		848	1684w–9
10	10	177R	7*		849	1684w–10
11	11	177S	9		850	1684w–11
12	12	177T	10		851	1684w–12
13	13	2	..		852	1684w–13
14	14	3	..		853	1684w–14
15	15	4	11		854	.....

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UNIFORM COLD STORAGE ACT[1]

Section 1. For the purpose of this Act, "cold storage" shall mean the storage or keeping of articles of food at or below a temperature above zero of 45 degrees Fahrenheit in a cold storage warehouse; "cold storage warehouse" shall mean any place artificially cooled to or below a temperature above zero of 45 degrees Fahrenheit, in which articles of food are placed and held for thirty days or more; "article of food" shall mean fresh meat and fresh meat products and all fish, game, poultry, eggs and butter.

Section 2. No person, firm or corporation shall maintain or operate a cold storage warehouse without a license so to do issued by the State Food Commissioner.[2] Any person, firm or corporation desiring such a license shall make written application to the State Food Commissioner for that purpose, stating the location of the warehouse. The State Food Commissioner thereupon shall cause an examination to be made of said warehouse and, if it be found by him to be in a proper sanitary condition and otherwise properly equipped for its intended use, he shall issue a license authorizing the applicant to operate the same as a cold storage warehouse during one year. The license shall be issued upon payment by the applicant of a license fee of to the Treasurer of the State.

Section 3. In case any cold storage warehouse, or any part thereof, shall at any time be deemed by the State Food Commissioner to be in an unsanitary condition, or not properly equipped for its intended use, he shall notify the licensee of such condition and upon the failure of the licensee to put such cold storage warehouse in a sanitary condition or to properly equip

1 The title should be made to conform to the constitutional provisions of the state.

2 Wherever in this act the words "State Food Commissioner" are used the name of any other officer or board may be substituted.

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the same for its intended use, within a time to be designated by the State Food Commissioner, he shall revoke such license.

Section 4. Every such licensee shall keep accurate records of the articles of food received in and of the articles of food withdrawn from his cold storage warehouse, and the State Food Commissioner shall have free access to such records at any time. Every such licensee shall submit a monthly report to the State Food Commissioner, setting forth in itemized particulars the quantities and kinds of articles of food in his cold storage warehouse. Such monthly reports shall be filed on or before the fifth day of each month, and the reports so rendered shall show the conditions existing on the last day of the preceding month reported and a summary of such reports shall be prepared by the State Food Commissioner and shall be open to public inspection on or before the tenth day of each month.

Section 5. The State Food Commissioner shall inspect and supervise all cold storage warehouses and make such inspection of articles of food therein as he may deem necessary to secure the proper enforcement of this act, and he shall have access to all cold storage warehouses at all reasonable times. The State Food Commissioner may appoint such persons as he deems qualified to make any inspection under this Act.

Section 6. No article of food intended for human consumption shall be placed, received or kept in any cold storage warehouse, if diseased, tainted, otherwise unfit for human consumption, or in such condition that it will not keep wholesome for human consumption. No article of food, for use other than for human consumption, shall be placed, received or kept in any cold storage warehouse unless previously marked, in accordance with forms to be prescribed by the State Food Commissioner, in such a way as to indicate plainly the fact that such article of food is not to be sold or used for human food.

Section 7. No person, firm or corporation shall place, receive or keep in any cold storage warehouse in this state articles of food unless the same shall be plainly marked, stamped or tagged, either upon the container in which they are packed, or

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upon the article of food itself, with the date when placed therein; and no person, firm or corporation shall remove, or allow to be removed, such article of food from any cold storage warehouse unless the same shall be plainly marked, stamped or tagged, either on the container in which it is enclosed or upon the article of food itself, with the date of such removal, and such marks, stamps and tags shall be *prima facie* evidence of such receipt and removal and of the dates thereof. All articles of food in any cold storage warehouse at the time this Act goes into effect shall, before being removed therefrom, be plainly marked, stamped or tagged with the date when this Act goes into effect and the date of removal therefrom.

Section 8. No person, firm or corporation shall hereafter keep or permit to remain in any cold storage warehouse any article of food which has been held in cold storage either within or without the state, for a longer aggregate period than twelve months, except with the consent of the State Food Commissioner as hereinafter provided. The State Food Commissioner shall, upon application during the twelfth month, extend the period of storage beyond twelve months for any particular article of food, provided the same is found upon examination to be in proper condition for further cold storage. The length of time for which such further storage is allowed shall be specified in the order granting the permission. A report on each case in which such extension of storage may be permitted, including information relating to the reason for the action of the State Food Commissioner, the kinds and amounts of the articles of food for which the storage period was extended, and the length of time for which this continuance was granted, shall be filed, open to public inspection, in the office of the State Food Commissioner, and shall be included in his annual report. Such extention shall be not more than sixty days; a second extension of not more than sixty days may be granted upon a re-examination, but the entire extended period shall be not more than one hundred and twenty days in all.

Section 9. It shall be unlawful to sell, or to offer for sale, any article of food which has been held for a period of thirty

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days or over in cold storage either within or without the state without notifying persons purchasing, or intending to purchase, the same, that it has been so held, by the display of a placard plainly and conspicuously marked, "Cold Storage Goods" on the bulk mass or articles of food; and it shall be unlawful to represent or advertise as fresh any article of food which has been held in cold storage for a period of thirty days or over.

Section 10. It shall be unlawful to return to any cold storage warehouse any article of food which has been once released from storage for the purpose of placing it on the market for sale. It shall be unlawful to transfer any article of food from one cold storage warehouse to another if such transfer is made for the purpose of avoiding any provision of this Act, and such transfer shall be unlawful unless all prior stampings, markings and taggings upon such articles shall remain thereon.

Section 11. The State Food Commissioner may make all necessary rules and regulations to carry this Act into effect. Such rules and regulations shall be filed in the Commissioner's office, and shall not take effect until days after such filing.

Section 12. Any person, firm or corporation violating any provision of this Act shall be guilty of a misdemeanor and shall upon conviction be punished for the first offense by a fine not exceeding ($) and for the second or any subsequent offense by a fine not exceeding ($) or by imprisonment of not more than six months, or by both such fine and imprisonment in the discretion of the court.

Section 13. This Act shall be so interpreted and construed as to effect its general purpose to make uniform the law of those states which enact it.

Section 14. This Act may be cited as the Uniform Cold Storage Act.

Section 15. All Acts or parts of Acts inconsistent with this Act are hereby repealed.

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UNIFORM WORKMEN'S COMPENSATION ACT

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UNIFORM WORKMEN'S COMPENSATION ACT

At the conference held at Chattanooga, Tenn., in August, 1910, at the suggestion of the president at the Conference, it was voted that the president appoint a special committee of seven to consider the advisability of framing a uniform law on the subject of Workmen's Compensation for Personal Injuries, and, if found expedient, to draft such a law.

The committee appointed found it desirable to undertake the work of preparing a Uniform Workmen's Compensation Law, and prepared a draft on the theory of compulsory compensation, which it later supplanted with a tentative draft framed upon an elective basis requiring the assent of both employer and employee before it should take effect as to either of them. This draft was submitted to the Conference in Boston in 1911 and it was voted that the committee continue its work and prepare two drafts to be submitted to the Conference at Milwaukee in August, 1912, one framed on the elective and one on the compulsory basis.

The Conference at Milwaukee in 1912, after considering both drafts, tentatively approved the draft of a compulsory Workmen's Compensation Law in a somewhat amended form and instructed the committee to continue its work and report to the next Conference.

At the conference in Montreal, Canada, in August, 1913, the committee submitted two drafts, one, an elective act and the other a compulsory act. The two acts as amended were tentatively approved and the committee was again instructed to continue its work and report to the next Conference.

The committee finally came to the conclusion that a compulsory act was constitutional and it accordingly at the Conference in Washington, D. C., in 1914, submitted a compulsory act which was approved by the Conference and recommended to the states for adoption.

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	Session Laws of 1917, ch. 81, p. 252; ch. 256 of Code, 1919.	Acts of General Assembly, 1917. ch. 106, p. 392.	Ch. 467, pp. 675, 694, effect Oct. 1, 1913. Amended to ch. 209, pp. 285, 300, of Laws of 1915, effect July 1, 1915. (G. S. Minn. 1917, Supp., secs. 8195-8230).
Uniform Act Section No.	1917 Idaho.	1917 Indiana.	1913 Minnesota.
1	(Modified)	(Modified)	(Modified)

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UNIFORM WORKMEN'S COMPENSATION ACT

I.

RIGHT AND REMEDIES GRANTED AND AFFECTED.

Employments Covered.

Section 1. This Act shall apply to all public and all industrial employment, as hereinafter defined. If a workman receives personal injury by accident arising out of and in the course of such employment, his employer or the insurance carrier shall pay compensation in the amounts and to the person or persons hereinafter specified.

State and Municipal Bodies.

Section 2. This Act shall apply to employees (other than officials as hereafter defined) of the state, and all counties, cities, towns, and other public corporations, within the state. Policemen and firemen and others entitled to pensions shall be deemed employees within the meaning of this Act. If, however, any policeman or fireman or other person entitled to a pension claims compensation under this Act there shall be deducted from such compensation any sum which such policeman or fireman or other person may be entitled to receive from any pension or other benefit fund to which the state or municipal body may contribute.

Indiana.— In re Boyer (1917) (Ind. App.), 117 N. E. 507.

Injuries Not Covered.

Section 3. No compensation shall be allowed for an injury caused (1) by the employee's wilful intention to injure himself or to injure another, or (2) by his intoxication. If the employer claims an exemption or forfeiture under this section the burden of proof shall be upon him.

Indiana.— Haskell & Borker Car Co. v. Kay (1918) (Ind. App.), 119 N. E. 811; In re Ayers (1918) (Ind. App.), 118 N. E. 386; In re Bowers (1917) (Ind. App.); In re Bowers, In re Williams, In re Colan, 116 N. E. 842; Northern Ind. Gas & Electric Co. v. Pietzvak (1918) (Ind. App.), 118 N. E. 132.

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Right to Compensation Exclusive.

Section 4. The rights and remedies herein granted to an employee on account of a personal injury for which he is entitled to compensation under this Act shall exclude all other rights and remedies of such employees, his personal representatives, dependents, or next of kin, at common law or otherwise, on account of such injury.

Employers, who hire workmen within this state to work outside of the state, may agree with such workmen that the remedies under this Act shall be exclusive as regards injuries received outside this state by accident arising out of and in the course of such employment; and all contracts of hiring in this state shall be presumed to include such an agreement.

Indiana.— In re Bowers (1917) Williams, In re Colan, 116 N. E. (Ind. App.); In re Bowers, In re 842.

Liability of Third Persons.

Section 5. When any injury for which compensation is payable under this Act shall have been sustained under circumstances creating in some other person than the employer a legal liability to pay damages in respect thereto, the injured employee may, at his option, either claim compensation under this act or obtain damages from or proceed at law against such other person to recover damages; and if compensation is claimed and awarded under this Act any employer having paid the compensation or having become liable therefor shall be subrogated to the rights of the injured employee to recover against that person, provided, if the employer shall recover from such other person damages in excess of the compensation already paid or awarded to be paid under this Act, then any such excess shall be paid to the injured employee less the employer's expenses and costs of action.

Contracting Out Forbidden.

Section 6. No contract rule, regulation, or device whatsoever shall operate to relieve the employer in whole or in part from any liability, created by this Act.

Indiana. — In re Beggs (1917) (Ind. App.), 117 N. E. 215.

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II.

COMPENSATION.

Death Benefits.

Section 7. If death results from the injury within ( ) years, the employer or the insurance carrier shall pay to the persons entitled to compensation or, if there are none, then to the personal representative of the deceased employee, burial expenses not to exceed ( ) dollars; and shall also pay to or for the following persons for the following periods a weekly compensation equal to the following percentages of the deceased employee's average weekly wages as defined in section 15:

(a) To the dependent widow or widower, if there be no dependent children ( ) per cent.

(b) To the dependent widow or widower if there be one or two dependent children ( ) per cent.; or if there be three or more dependent children ( ) per cent. Such compensation to the widow or widower shall be for the use and benefit of such widow or widower and of the dependent children, and the Industrial Accident Board may from time to time apportion such compensation between them in such way as it deems best.

(c) If there be no dependent widow or widower, but a dependent child or children, then to such child or children ( ) per cent., with ( ) per cent. additional for each child in excess of two, with a maximum of ( ) per cent., to be divided equally among such children if more than one.

(d) If there be neither dependent widow, widower, nor child, but there be a dependent father or mother, then to such parent, of wholly dependent ( ) per cent., or if partially dependent ( ) per cent., or if both parents be dependent then one-half of the foregoing compensation to each of them; or, if there be no such parents, but a dependent grandparent, then to every such grandparent the same compensation as to a parent.

(e) If there be neither dependent widow, widower, child,

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parent, or grandparent, but there be a dependent grandchild, brother, or sister, or two or more of them, then to such dependents ( ) per cent. for one such dependent, and ( ) per cent. additional for each additional such dependent, with a maximum of ( ) per cent. to be divided equally between such dependents if more than one.

Indiana.— People Hardware Co. v. Croke (1918) (Ind. App.), 118 N. E. 314.

Minnesota.— State v. District Office Co. (1918), 159 N. W. 755.

Dependents.

Section 8. The following persons, and they only, shall be deemed dependents and entitled to compensation under the provisions of this act:

A child if under ( ) years of age, or incapable of self-support and unmarried, whether ever actually dependent upon the deceased or not.

The widow only if living with the deceased, or actually dependent, wholly or partially, upon him.

The widower only if incapable of self-support and actually dependent, wholly or partially, upon the deceased at the time of her injury.

A parent or grandparent only if actually dependent, wholly or partially, upon the deceased.

A grandchild, brother, or sister only if under ( ) years of age, or incapable of self-support, and wholly dependent upon the deceased. The relation of dependency must exist at the time of the injury.

Indiana.— People Hardware Co. v. Croke (1918) (Ind. App.), 118 N. E. 314; Bloomington-Bedford Stone Co. v. Phillips (1917) (Ind. App.), 116 N. E. 850; In re Peters (1917) (Ind. App.), 116 N. E. 848; Muncie Foundry & Machine Co. v. Coffre (1918) (Ind. App.), 117 N. E. 524; In re Lanman (1918) (Ind. App.), 117 N. E. 671.

Minnesota.— State v. District Office Co. (1918), 159 N. W. 755.

Periods of Compensation.

Section 9. The compensation herein provided for shall be payable during the following periods:

To a widow, until death or remarriage, but in no case to exceed ( ) weeks.

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To a widower, during disability or until remarriage, but in no case to exceed ( ) weeks.

To or for a child, until ( ) years of age, but in the case of a child incapable of self-support and unmarried as long as so incapable, but in no case to exceed ( ) weeks beyond said age of ( ) years.

To a parent or grandparent, during the continuation of a condition of actual dependency, but in no case to exceed ( ) weeks.

To or for a grandchild, brother, or sister, during dependency as hereinbefore defined, but in no case to exceed ( ) weeks.

Upon the cessation of compensation under this section to or on account of any person, the compensation of the remaining person entitled to compensation for the unexpired part of the period during which their compensation is payable shall be that which such persons would have received if they had been the only persons entitled to compensation at the time of the decedent's death.

Certain Words Defined.

Section 10. As used in this section the term "child" includes step-children, adopted children, posthumous children, and acknowledged illegitimate children, but does not include married children unless dependent. The terms "brother" and "sister" include step-brother and step-sisters, half-brothers and half-sisters, and brothers and sisters by adoption, but do not include married brothers nor married sisters unless dependent. The term "grandchild" includes children of adopted children and children of step-children, but does not include step-children of children, step-children of step-children, step-children of adopted children, nor married grandchildren unless dependent. The term "parent" includes step-parents and parents by adoption. The term "grandparents" includes parents of parents by adoption, but does not include parents of step-parents, step-parents of parents, nor step-parents of step-parents. The words "adopted" and "adoption" as used in this Act shall include cases where persons are treated as adopted as well as those of legal adoption.

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Sundry Provisions as to Death Benefits.

Section 11. In computing death benefits the average weekly wages of the deceased employee shall be considered not to be more than ( ) dollars, nor less than ( ) dollars; but the total weekly compensation shall not exceed in any case the average weekly wages computed as provided in section 15.

Payment of death benefits by an employer in good faith to a dependent subsequent in right to another or other dependents shall protect and discharge the employer unless and until such dependent or dependents prior in right shall have given him notice of his or their claim. In case the employer is in doubt as to the respective rights of rival claimants he may apply to the Industrial Accident Board to decide between them.

In case death occurs after a period of disability, either total or partial, the period of disability shall be deducted from the total periods of compensation respectively stated in section 9.

The compensation of a person who is insane shall be paid to his or her guardian.

Medical Attendance.

Section 12. During the first ( ) days of disability the employer shall furnish reasonable surgical, medical and hospital service and supplies not exceeding the amount of ( ) dollars. The pecuniary liability of the employer for the medical, surgical, and hospital service herein required shall be limited to such charges as prevail in the same community for similar treatment of injured persons of a like standard of living when such treatment is paid for by the injured person.

Indiana.— Bom & Co. v. Durr (1917) (Ind. App.), 116 N. E. 428; In re Henderson (1917) (Ind. App.), 116 N. E. 315; In re Kelly (1917) (Ind. App.), 116 N. E. 306; In re McCasket (1918) (Ind. App.), 117 N. E. 268; In re Myers (1917) (Ind. App.), 116 N. E. 314; Kirkoff Bros. v. McElwaine & McCoal (1917) (Ind. App.), 116 N. E. 439.

Total Disability.

Section 13. Where the injury causes total disability for work the employer during such disability, but not including the first ( ) days thereof, shall pay the injured employee

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a weekly compensation equal to ( ) per cent. of his average weekly wages, but not more than ( ) dollars, nor less than ( ) dollars, a week. In no case shall the weekly payments continue after the disability ends, nor longer than ( ) weeks.

In case of an employee whose average weekly wages are less than ( ) dollars a week the weekly compensation shall be the full amount of such average weekly wages, but where the disability is permanent the weekly compensation in such case shall be (five) dollars. In case the total disability begins after a period of partial disability, the period of partial disability shall be deducted from such total period of ( ) weeks.

In the case of the following injuries the disability caused thereby shall be deemed total and permanent; to wit:

(1) The total and permanent loss of sight in both eyes.

(2) The loss of both feet at or above the ankle.

(3) The loss of both hands at or above the wrist.

(4) The loss of one hand and one foot.

(5) An injury to the spine resulting in permanent and complete paralysis of both legs or both arms or of one leg or of one arm.

(6) An injury to the skull resulting in incurable imbecility or insanity.

The above enumeration is not to be taken as exclusive.

Partial Disability.

Section 14. Where the injury causes partial disability for work, the employer, during such disability and for a period of ( ) years beginning on the ( ) day of disability, shall pay the injured workman a weekly compensation equal to ( ) per cent. of the difference between his average weekly wages before the accident and the weekly wages he is most probably able to earn thereafter, but not more than ( ) dollars a week. In no case shall the weekly payments continue after the disability ends, and in case the partial disability begins after a period of total disability the period of total disability shall be deducted from such total period of ( ) years.

In the case of the following injuries the compensation shall

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be ( ) per cent. of the average weekly wages, but not more than ( ) dollars to be paid weekly for the periods stated against such injuries respectively; to wit:

(1) The loss by separation of one arm at or above the elbow joint, or the permanent and complete loss of the use of one arm ( ) weeks.

(2) The permanent and complete loss of hearing in both ears ( ) weeks.

(3) The loss by separation of one leg at or above the knee joint or the permanent and complete loss of the use of one leg ( ) weeks.

(4) The loss by separation of one hand at or above the wrist joint, or the permanent and complete loss of the use of one hand ( ) weeks.

(5) The loss by separation of one foot at or above the ankle joint, or the permanent and complete loss of the use of one foot ( ) weeks.

Computation of Wages.

Section 15. Average weekly wages shall be computed in such a manner as is best calculated to give the average weekly earnings of the workman during the twelve months preceding his injury; provided that where, by reason of the shortness of the time during which the workman has been in the employment, or the casual nature of the employment, or the terms of the employment, it is impracticable to compute the rate of remuneration, regard may be had to the average weekly earnings which, during the twelve months previous to the injury, were being earned by a person in the same grade employed at the same work by the employer of the injured workman, or if there is no person so employed, by a person in the same grade employed in the same class of employment and in the same district.

If a workman at the time of the injury is regularly employed in a higher grade of work than formerly during the year and with larger regular wages, only such larger wages shall be taken into consideration in computing his average weekly wages.

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Voluntary Payments.

Section 16. Any payments made by the employer or his insurer to the injured workman during the period of his disability, or to his dependents, which, by the terms of this Act, were not due and payable when made, may, subject to the approval of the board, be deducted from the amount to be paid as compensation; provided that in case of disability such deduction shall be made by shortening the period during which compensation must be paid, and not by reducing the amount of the weekly payments under sections 13 and 14.

Periodical Payments.

Section 17. The board, upon the application of either party, may in its discretion, having regard to the welfare of the employees and the convenience of the employer, authorize compensation to be paid monthly or quarterly instead of weekly.

Indiana.— In re Beggs (1917) (Ind. App.), 117 N. E. 215.

Commutation of Payments.

Section 18. Whenever the board determines that it is for the best interest of all parties, the liability of the employer for compensation may, on application to the board by any party interested, be discharged in whole or in part by the payment of one or more lump sums to be fixed by the board.

Indiana.— In re Beggs (1917) (Ind. App.), 117 N. E. 215.

Trustee in Case of Lump Sum Payments.

Section 19. Whenever for any reason the board deems it expedient, any lump sum which is to be paid as provided in section 18 shall be paid by the employer to some suitable person or corporation appointed by the ( ) court as trustee to administer or apply the same for the benefit of the person or persons entitled thereto in the manner provided by the board. The receipt of such trustee for the amount so paid shall discharge the employer or any one else who is liable therefor.

Indiana.— In re Stone (1917) (Ind. App.), 117 N. E. 669.

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III.

PROCEDURE IN OBTAINING COMPENSATION.

Medical Examination.

Section 20. After an injury and during the period of disability, the workman, if so requested by his employer, or ordered by the board, shall submit himself to examination, at reasonable times and places, to a duly qualified physician or surgeon designated and paid by the employer. The workman shall have the right to a physician or surgeon designated and paid by himself present at such examination, which right, however, shall not be construed to deny to the employer's physician the right to visit the injured workman at all reasonable times and under all reasonable conditions during total disability. If a workman refuses to submit himself to or in any way obstructs such examination, his right to take or prosecute any proceeding under this Act shall be suspended until such refusal or obstruction ceases, and no compensation shall be payable for the period during which such refusal or obstruction continues.

Indiana.— Indianapolis Abattior Co. v. Bryant (1918) (Ind. App.), 119 N. E. 24.

Notice of Injury and Claim for Compensation.

Section 21. No proceedings under this Act for compensation for an injury shall be maintained unless a notice of the injury shall have been given to the employer as soon as practicable after the happening thereof, and unless a claim for compensation with respect to such injury shall have been made within ( ) after the date of the injury; or, in the case of death, then within ( ) after such death, whether or not a claim had been made by the employee himself for compensation. Such notice and such claim may be given or made by any person claiming to be entitled to compensation or by some one on his behalf. If payments of compensation have been made voluntarily the making of a claim within said period shall not be required.

Indiana.— Homebrook Ice Co. v. Stewart (1918) (Ind. App.), 118 N. E. 315.

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Form of Notice and Claim.

Section 22. Such notice and such claim shall be in writing, and such notice shall contain the name and address of the employee, and shall state in ordinary language the time, place, nature, and cause of the injury, and shall be signed by him or by a person on his behalf, or, in the event of his death, by any one or more of his dependents or by a person on their behalf. The notice may include the claim.

Indiana.— Hombrook Price Co. v. Stewart (1918) (Ind. App.), 118 N. E. 315.

Giving of Notice and Making of Claim.

Section 23. Any notice under this Act shall be given to the employer, or, if the employer be a partnership, then to any one of the partners. If the employer be a corporation, then the notice may be given to any agent of the corporation upon whom process may be served, or to any officer of the corporation, or any agent in charge of the business at the place where the injury occurred. Such notice shall be given by delivering it or by sending it by mail by registered letter addressed to the employer at his or its last known residence or place of business. The foregoing provisions shall apply to the making of a claim.

Sufficiency of Notice.

Section 24. A notice given under the provisions of section 21 of this Act not be held invalid or insufficient by reason of any inaccuracy in stating the time, place, nature, or cause of the injury, or otherwise, unless it is shown that the employer was in fact misled to his injury thereby. Want of notice or delay in giving notice shall not be a bar to proceedings under this Act if it be shown that the employer, his agent or representative, had knowledge of the accident, or that the employer has not been prejudiced by such delay or want of notice.

Limitation of Time as Regards Minors and Insane.

Section 25. No limitation of time provided in this Act shall run as against any person who is mentally incompetent or a minor dependent so long as he has no committee, guardian, or next friend.

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IV.

INDUSTRIAL ACCIDENT BOARD.

Creation of Board.

Section 26. A Board is hereby created to be known as the Industrial Accident Board, consisting of five members to be appointed by the Governor, by and with the consent of the ( ) one of whom shall be designated by the Governor as chairman. Appointments to fill vacancies may be made during the recesses of the ( ), but shall be subject to confirmation by the ( ) at the next ensuing session of the ( ). Each member of the Board shall hold office for five years, except that when the Board is first constituted one member shall be appointed for one year, one for two years, one for three years, one for four years, and one for five years. Thereafter one member shall be appointed every year for the full term of five years.

Salaries and Expenses.

Section 27. The salaries and expenses of the Board shall be paid by the state. The salary of the chairman shall be ( ) dollars per year, and the salary of the other members shall be ( ) dollars per year each. The Board may appoint a secretary at a salary of not more than ( ) dollars per year, and may remove him. The Board shall be provided with offices in the capitol, or in some other suitable building in the city of ( ), in which its records shall be kept, and it shall also be provided with necessary office furniture, stationery and other supplies. The Board shall have a seal for the authentication of the orders, awards, and proceedings, upon which shall be inscribed the words, "Industrial Accident Board—( )—Seal." It shall employ such assistants and clerical help as it may deem necessary, and fix the compensation of all persons so employed: Provided that all such clerical assistants shall be subject to existing laws regulating the selection grading, and compensation of department clerks. The members of the Board and its assistants shall be entitled to receive from the state their actual and necessary expenses while traveling on the business of the Board, but such expenses shall be sworn to by the person

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who incurred the same, and shall be approved by the chairman of the Board before payment is made. All such salaries and expenses shall be audited and paid out of the state treasury in the manner prescribed for similar expenditures in other departments or branches of the state service.

Rules of Board, Witnesses, Blanks.

Section 28. The Board may make rules not inconsistent with this Act for carrying out the provisions of this Act. Process and procedure under this Act shall be as summary and simple as reasonably may be. The Board, or any member thereof, shall have the power to subpoena witnesses, administer oaths, and to examine such of the books and records of the parties to a proceeding as relate to the questions in dispute. The ( ) court shall have power to enforce by proper proceedings the attendance and testimony of witnesses, and the production and examination of books, papers, and records. The Board shall cause to be printed and furnished free of charge to any employer or employee such blank forms as it shall deem requisite to facilitate or promote the efficient administration of this Act.

Agreements.

Section 29. If the employer and the injured employee reach an agreement in regard to compensation under this Act, a memorandum of the agreement shall be filed with the Board and, if approved by it, thereupon the memorandum shall for all purposes be enforceable under the provisions of section 38, unless modified as provided in section 36.

Such agreements shall be approved by the Board only when the terms conform to the provisions of this Act.

Indiana.— In re Beggs (1917) (Ind. App.), 117 N. E. 215.

Committee of Arbitration.

Section 30. If the compensation is not settled by agreement, either party may make an application to the Board for the formation of a committee of arbitration. Such committee shall consist of three members, one of whom shall be a member of the Industrial Accident Board, or appointed by it, who shall act

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as chairman. The other two members shall be named, respectively, by the parties. If a vacancy occurs it shall be filled in the same way as the original appointment.

Formation of Committee.

Section 31. Immediately after such application the Board shall designate one of its members, or a substitute, to act as chairman of the committee of arbitration, and shall request the parties to appoint their respective representatives. If within seven days after such request, or after a vacancy has occurred, either party does not appoint his representative the Board shall fill the vacancy and notify the parties to that effect.

Hearings and Awards.

Section 32. The committee on arbitration shall make such inquiries and investigations as it shall deem necessary. The hearings of the committee, unless otherwise agreed, shall be held in the city or town where the injury occurred if within this state, and the award of the committee, together with a statement of its findings of fact, rulings of law, and any other matters pertinent to the questions arising before it, shall be filed with the Industrial Accident Board. A copy of the award shall be immediately sent to the parties. Unless a claim for a review is filed by either party within ( ) days the award shall be enforceable under the provisions of Section 38.

Examination by Physician.

Section 33. The Industrial Accident Board, or any member thereof, may appoint a duly qualified impartial physician to examine the injured employee and to report. The fee for this service shall be ( ) dollars and traveling expenses, but the Board may allow additional reasonable amounts in extraordinary cases.

Expenses of Arbitrators and Physician.

Section 34. The fees and expenses of arbitrators under section 32 and of physicians under Section 33, shall be paid by the state, as the other expenses of the Board are paid.

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Review of Award.

Section 35. If an application for review is made to the Board, or if the committee fails to make an award within thirty days after its formation, the Board shall allow a full trial and shall make an award which shall be filled with the record of proceedings and shall state its conclusions of fact and rulings of law, and shall immediately send to the parties a copy of the award.

Indiana.— Kingan & Co. v. Buford (1917) (Ind. App.), 116 N. E. 754; Kokomo Steel & Wire Co. v. Griswold (1917) (Ind. App.), 117 N. E. 265; Kirkoff Bros. and McElwaine v. McCool (1917) (Ind. App.), 116 N. E. 439; Union Sanitary Mfg. Co. v. Davis (1917) (Ind. App.), 114 N. E. 872.

Modification of Awards and Agreements.

Section 36. On the application of any party on the ground of a charge in conditions, the Board may at any time, but not oftener than once in six months, review any agreement or award, and on such review may make an award ending, diminishing, or increasing the compensation previously agreed upon or awarded subject to the maximum and minimum provided in this Act, and shall state its conclusions of fact and rulings of law, and immediately send to the parties a copy of the award, but this section shall not apply to a commutation of payments under Section 18.

Indiana.—Kirkhoff Bros. & McElwaine v. McCool (1917) (Ind. App.), 116 N. E. 439; Union Sanitary Mfg. Co. v. Davis (1917), 114 N. E. 872.

Minnesota.— State v. District Court. Hennepin County (1917), 136 Minn. 147, 161 N. W. 391; State v. Nye (1917), 161 N. W. 224.

Appeals from Board.

Section 37. An award of the Board, in the absence of fraud, shall be final and conclusive between the parties except as provided in Section 36, unless within ( ) days after a copy has been sent to the parties either party appeals to the ( ) court. On such appeal the jurisdiction of said court shall be

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limited to a review of questions of law. The Board may certify questions of law to the highest court for its determination.

Indiana. — Union Sanitary Mfg. Co. v. Davis (1916) (Ind. App.), 114 N. E. 872.

Enforcement of Award.

Section 38. Any party in interest may file in the ( ) court for the county in which the injury occurred, or for the county of ( ), a certified copy of the decision of the Board awarding compensation from which no appeal has been taken within the time allowed therefor, or a certified copy of a decision of an arbitration committee awarding compensation from which no claim for review has been filed within the time allowed therefor, or a certified copy of a memorandum of agreement approved by the Board, whereupon said court shall render a decree or judgment in accordance therewith and notify the parties thereof. Such decree or judgment shall have the same effect, and all proceedings in relation thereto shall thereafter be the same, as though said decree or judgment had been rendered in a suit duly heard and determined by said court, except that there shall be no appeal therefrom.

Costs.

Section 39. If the committee of arbitration, Industrial Accident Board, or any court before whom any proceedings are brought under this Act, determines that such proceedings have been brought, prosecuted, or defended without reasonable ground, it may assess the whole cost of the proceedings upon the party who has so brought, prosecuted, or defended them.

General Powers of Board.

Section 40. All questions arising under this Act, if not settled by agreement of the parties interested therein with the approval of the Board, shall, except as otherwise herein provided, be determined by the Board. The decisions of the Board shall be enforceable by the ( ) court under the provisions of Section 38. There shall be a right of appeal from de-

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cisions of the Board to the ( ) court as provided in Section 37, but in no case shall such an appeal either under this section or under Section 37, operate as a supersedeas or stay unless the Board or the ( ) court shall so order.

Revision of Decrees.

Section 41. The ( ) court, upon the filing with it of a certified copy of a decision of the Industrial Accident Board ending, diminishing or increasing compensation previously awarded, shall revoke or modify its prior decree or judgment so that it will conform to said decision.

Injuries Outside the State.

Section 42. If a workman who has been hired in this state receives personal injury by accident arising out of and in the course of such employment, he shall be entitled to compensation according to the law of this state even though such injury was received outside of this state.

If a workman who has been hired outside of this state is injured while engaged in his employer's business, and is entitled to compensation for such injury under the law of the state where he was hired, he shall be entitled to enforce against his employer his rights in this state if his rights are such that they can reasonably be determined and dealt with by the Board and the court in this state.

V.

PREFERENCES AND ASSIGNMENTS.

Preferences.

Section 43. All rights of compensation granted by this Act shall have the same preference or priority for the whole thereof against the assets of the employer as is allowed by law for any unpaid wages for labor.

Assignments; Attorney's Fees.

Section 44. No claims for compensation under this Act shall be assignable, and all compensation and claims therefor shall be exempt from all claims of creditors. Claims of attorneys

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and of physicians for services under this Act shall be subject to the approval of the Board.

VI.

SECURITY FOR COMPENSATION.

Security for Payment of Compensation.

Section 45. Employers, but not including state or the municipal bodies mentioned in Section 2, shall secure compensation to their employees in one of the following ways:

(1) By insuring and keeping insured the payment of such compensation in the state insurance fund, or

(2) By insuring and keeping insured the payment of such compensation with any stock corporation or mutual association authorized to transact the business of workmen's compensation insurance in this state, or

(3) By obtaining and keeping in force guarantee insurance with any company authorized to do such guarantee business within the state, or

(4) By depositing and maintaining with the state insurance manager security satisfactory to said manager securing the payment by said employer of compensation according to the terms of this Act.

Indiana.— In re Kelly (1917) (Ind. App.), 116 N. E. 306.

Notice of Insurance.

Section 46. If the insurance so effected is not with the state insurance fund the employer shall forthwith file with the state insurance manager in form prescribed by him a notice of his insurance, together with a copy of the contract or policy of insurance.

Posting of Notice Regarding Insurance.

Section 47. Every employer who has complied with Section 45 of this Act shall post and maintain in a conspicuous place or places in and about his place or places of business typewritten or printed notices in form prescribed by the state insurance manager, stating the fact that he has complied with the law as to securing the payment of compensation to his employees and their dependents in accordance with the provisions of this Act.

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Effect of Failure to Secure Compensation.

Section 48. If an employer fails to comply with the provisions of Section 45 he shall be liable to a penalty for every day during which such failure continues of one dollar for every employee to be recovered in an action brought by the state insurance manager in the name of the state or in his own name, and the amounts so collected shall be paid into the state insurance fund.

The state insurance manager may, however, in his discretion, for good cause shown remit any such penalty in whole or in part provided the employer in default secures compensation, as provided in Section 45.

Furthermore, if any employer shall be in default under Section 45, for a period of thirty days, he may be enjoined by the ( ) court from carrying on his business while such default continues.

The Insurance Contract.

Section 49. Every policy of insurance and every guarantee contract covering the liability of the employer for compensation, whether issued by the state insurance manager, or by a stock company, or by a mutual association authorized to transact workmen's compensation or guarantee insurance in this state shall cover the entire liability of the employer to his employees covered by the policy or contract, and also shall contain a provision setting forth the right of the employees to enforce in their own names either by at any time filing a separate claim or by at any time making the insurance carrier a party to the original claim, the liability of the insurance carrier in whole or in part for the payment of such compensation; provided, however, that payment in whole or in part of such compensation by either the employer or the insurance carrier shall, to the extent thereof, be a bar to the recovery against the other of the amount so paid.

Knowledge of Employer to Affect Insurance Carrier.

Section 50. Every such policy and contract shall contain a provision that, as between the employee and the insurance car-

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rier, the notice to or knowledge of the occurrence of the injury on the part of the employer shall be deemed notice or knowledge, as the case may be, on the part of the insurance carrier; that jurisdiction of the employer shall, for the purpose of this Act, be jurisdiction of the insurance carrier, and that the insurance carrier shall in all things be bound by and subject to the orders, findings, decisions, or awards rendered against the employer for the payment of compensation under the provisions of this Act.

Indiana.— In re Kelly (1917) (Ind. App.), 116 N. E. 306.

Insolvency of Employer Not to Release Insurance Carrier.

Section 51. Every such policy and contract shall contain a provision to the effect that the insolvency or bankruptcy of the employer and his discharge therein shall not relieve the insurance carrier from the payment of compensation for injuries or death sustained by an employee during the life of such policy or contract.

Cancellation of Insurance Contracts.

Section 52. No policy or contract of insurance or guaranty issued by a stock company or mutual association against liability arising under this Act shall be cancelled within the time limited in such contract for its expiration until at least ten days after notice of intention to cancel such contract, on a date specified in such notice, shall have been filed in the office of the state insurance manager and also served on the employer.

Insurance by the State, Counties and Municipalities.

Section 53. The state, and each county, city, town, or other public corporation, which is liable to its employees for compensation may insure either with the state insurance fund or with any other authorized insurance carrier.

Employees Not to Pay For Insurance.

Section 54. No agreement by an employee to pay any portion of the premiums paid by his employer to the state insurance fund or to contribute to a benefit fund or department maintained by such employer or to the cost of mutual or other in-

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surance maintained for or carried for the purpose of securing compensation as herein required shall be valid; and any employer who makes a deduction for such purpose from the wages or salary of any employee entitled to the benefits of this Act shall be guilty of a misdemeanor.

VII.

STATE INSURANCE FUND.

Creation of State Fund.

Section 55. There is hereby created a fund, to be known as "The State Insurance Fund," for the purpose of insuring employers against liability for compensation under this Act and of assuring to the persons entitled thereto the compensation provided by this Act. Such fund shall consist of all premiums and penalties received and paid into the fund, of property and securities acquired by and through the use of moneys belonging to the fund, and of interest earned upon moneys belonging to the fund and deposited or invested as herein provided.

Such fund shall be administered by the state insurance manager without liability on the part of the state beyond the amount of such fund. Such fund shall be applicable to the payment of losses sustained on account of insurance and to the payment of compensation and of expenses in the manner provided in this Act.

State Insurance Manager.

Section 56. The Governor, with the approval of the ( ), shall appoint a manager of the state insurance fund, who shall hold office for the term of five years unless sooner removed by the Governor for cause stated. Any vacancy in said office may be filled at any time by appointment made by the Governor with the approval of the ( ). If such an appointment is made during a recess of the ( ) it shall be subject to confirmation by the ( ) at its next ensuing session.

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Powers and Duties of State Insurance Manager.

Section 57. It shall be the duty of such state insurance manager to conduct the business of the state insurance fund, and he is hereby vested with full authority over the said fund, and may do any and all things which are necessary or convenient in the administration thereof, or in connection with the insurance business to be carried on by him under the provisions of this Act.

Further Statement of Powers.

Section 58. The state insurance manager shall have full power to determine the rates to be charged for insurance in said fund, and to conduct all business in relation thereto, all of which business shall be conducted in his official name of state insurance manager.

Power to Sue and be Sued.

Section 59. The state insurance manager may in his official name sue and be sued in all the courts of the state, including the Industrial Accident Board, in all actions or proceedings arising out of anything done or suffered in connection with the state insurance fund or business relating thereto.

Contracts.

Section 60. The state insurance manager may in his official name make contracts of insurance as herein provided and such other contracts relating to the state insurance fund as are authorized or permitted under the provisions of this Act.

Employment of Assistants.

Section 61. The state insurance manager may employ such assistants, experts, statisticians, actuaries, accountants, inspectors, clerks, and other employees as he may deem necessary to carry out the provisions of this Act or to perform the duties imposed upon him by this Act; provided that all such clerical assistants shall be subject to existing laws regulating the selection, grading, and compensation of department clerks.

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Personal Liability.

Section 62. The state insurance manager shall not, nor shall any person employed by him, be personally liable in his private capacity for or on account of any act performed or contract entered into in an official capacity in good faith and without intent to defraud, in connection with the administraton of the state insurance fund or affairs relating thereto.

Salaries, Expenses; and Payment of Same.

Section 63. The salary of the state insurance manager shall be ( ) dollars per year. His salary, and the salaries or compensation of his several employees, and all expenses incurred by him shall be audited and paid in the first instance out of the state treasury in the manner prescribed for similar expenditures in other departments or branches of the state service.

Delegation of Powers.

Section 64. The state insurance manager may act through proper deputies and may delegate to such deputies such powers as he deems necessary or convenient.

Among the powers which may be so delegated shall be the power to enter into contracts of insurance, insuring employers against liability for compensation as herein provided and insuring to employees the compensation fixed by this Act; also the power to make agreements, subject to the approval of the Industrial Accident Board, for the settlement of claims against said fund for compensation for injuries in accordance with the provisions of this Act; also the power to determine to whom and through whom payments of such compensation shall be made; and also the power to contract with physicians, surgeons, and hospitals for medical and surgical treatment and care and nursing of injured persons entitled to compensation from said fund.

Bond.

Section 65. Before entering on the duties of his office the state insurance manager shall give an official bond in the sum of ( ) dollars and shall take and subscribe an official oath.

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Said bond shall be approved and filed as in the case of other official bonds required of state officials.

State Treasurer Custodian of Fund.

Section 66. The state treasurer shall be the custodian of the state insurance fund; and all disbursements therefrom shall be paid by him upon warrants or vouchers authorized and signed by the state insurance manager, and also signed by the state auditor. The state treasurer shall give a separate and additional bond in an amount to be fixed by the Governor, and with sureties approved by him, conditioned for the faithful performance of his duty as custodian of the state insurance fund. The state treasurer may deposit any portion of the said fund not needed for immediate use, in the manner and subject to all the provisions of law respecting the deposit of other state funds by him. Interest earned by such portion of the state insurance fund deposited by the state treasurer shall be collected by him and placed to the credit of the fund.

Surplus and Reserve.

Section 67. Ten per centum of the premiums collected from employers insured in the fund shall be set aside by the state insurance manager for the creation of a surplus, until such surplus shall amount to the sum of one hundred thousand dollars, and thereafter five per centum of such premiums, until such time as in the judgment of the state insurance manager such surplus shall be sufficiently large to cover the catastrophe hazard and all other unanticipated losses. The state insurance manager shall also set up and maintain a reserve adequate to meet anticipated losses and carry all claims and policies to maturity. The amount of such surplus and reserve shall be subject to the approval of the state insurance commissioner.

Investment of Surplus or Reserve.

Section 68. The state insurance manager may invest any of the surplus or reserve funds belonging to the state insurance fund in the same securities and investment authorized for investments by savings banks. All such securities or evidences of

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indebtedness shall be placed in the hands of the state treasurer, who shall be the custodian thereof. He shall collect the principal and interest thereof, when due, and pay the same into the state insurance fund. The state treasurer shall pay all warrants or vouchers drawn on the state insurance fund for the making of such investments when signed by the state insurance manager and by the state auditor. The state insurance manager, with the consent of the state auditor, may sell any of such securities, the proceeds thereof to be paid over to the state treasurer for said state insurance fund.

Administration Expenses.

Section 69. The entire expenses of administering the state insurance fund shall be paid in the first instance by the state, out of moneys appropriated therefor. In the month of ( ), nineteen hundred and ( ), and annually thereafter in such month, the state insurance manager shall ascertain the just amount of expense incurred by him during the preceding calendar year, in the administration of the state insurance fund, including expense incurred for the examination, determination, and payment of losses and claims, and shall refund such amount to the state treasury.

Classification of Risks and Adjustment of Premiums.

Section 70. Employments insured in the state insurance fund shall be divided by the state insurance manager for the purposes of the said fund, into classes. Separate accounts shall be kept of the amounts collected and expended in respect to each such class for convenience in determining equitable rates; but for the purpose of paying compensation the state insurance fund shall be deemed one and indivisible. The state insurance manager shall have power to rearrange any of the classes by withdrawing any employment embraced in it and transferring it wholly or in part to any other class, and from such employments to set up new classes in his discretion. The state insurance manager shall determine the hazards of the different classes and fix the rates of premiums therefor based upon the total payroll and number of employees in each of such classes

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of employment at the lowest possible rate consistent with the maintenance of a solvent state insurance fund and the creation of a reasonable surplus and reserve; and for such purpose may adopt a system of schedule rating in such a manner as to take account of the peculiar hazard of each individual risk.

Accounts.

Section 71. The state insurance manager shall keep an accurate account of the money paid in premiums by each of the several classes of employments, and the expense of administering the state insurance fund and the disbursements on account of injuries and deaths of employees in each of said classes, including the setting up of reserves adequate to meet anticipated and unexpected losses and to carry the claims to maturity; and also an account of the money received from each individual employer; and of the amount disbursed from the state insurance fund for expenses, and on account of injuries and death of the employees of such employer, including the reserves so set up.

Dividends.

Section 72. At the end of every year, and at such other times as the state insurance manager in his discretion may determine, a readjustment of the rate shall be made for each of the several classes of employments or industries. If at any time there is an aggregate balance remaining to the credit of any class of employment or industry which the state insurance manager deems may safely and properly be divided, he may in his discretion credit to each individual member of such class who shall have been a subscriber to the state insurance fund for a period of six months or more prior to the time of such readjustment such proportion of such balance as he is properly entitled to, having regard to his prior paid premiums since the last readjustment of rates.

Assessments.

Section 73. If the premiums fixed for any class and collected from its members are subsequently found by the state insurance manager to have been too small for any period, he may

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determine what additional premiums are required from said class for said period, and may make assessments accordingly, and each of the members of such class shall be liable to the said manager to pay such assessment so made upon him within thirty days after notice thereof.

Readjustment of Payrolls.

Section 74. If the amount of premium collected from any employer at the beginning of any period is ascertained by using the estimated expenditure of wages for the period of time covered by such premium payment as a basis, an adjustment of the amount of such premium shall be made at the end of such period and the actual amount of such premium shall be delivered in accordance with the amount of the actual expenditure of wages for such period; and if such wage expenditure for such period is less than the amount on which such estimated premium was collected, such employer shall be entitled to receive a refund from the state insurance fund of the difference between the amount so paid by him and the amount so found to be actually due, or to have the amount of such difference credited on succeeding premium payments at his option; and if such actual premium, when so ascertained, exceeds in amount a premium so paid by such employer at the beginning of such period, such employer shall immediately, upon being advised of the true amount of such premium due, forthwith pay to the state insurance manager an amount equal to the difference between the amount actually found to be due and the amount paid by him at the beginning of such period.

Policies and Payment of Premiums.

Section 75. (1) Every employer insuring in the state insurance fund shall receive from the state insurance manager a contract or policy of insurance in a form to be approved by the state insurance commissioner.

(2) Except as otherwise provided in this Act all premiums shall be paid by every employer who elects to insure with the state insurance fund to the state insurance manager on or before (July) first, nineteen hundred and ( ) and semi-annually

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thereafter or at such other times as may be prescribed by the state insurance manager. Receipts shall be given for such payments and the money shall be paid over to the state treasurer to the credit of the state insurance fund.

Actions for Collection in Case of Default; Penalty.

Section 76. If an employer shall default in any payment required to be made by him to the state insurance fund, the amount due from him shall be collected by civil action against him in the name of the state or of the state insurance manager, and it shall be the duty of the state insurance manager forthwith to bring or cause to be brought against each such employer a civil action in the proper court for the collection of such amount so due; and the same, when collected by the state insurance manager, shall be paid into the state insurance fund, and such employer's compliance with the provisions of this Act requiring payments to be made to the state insurance fund shall date from the time of the payment of said money so collected to the state insurance manager.

Any employer who is in default for ten days in payment of any premium shall also be liable to a penalty as provided in Section 48.

Withdrawal from Fund.

Section 77. Any employer may, upon complying with subdivisions two, three, or four of Section 45 of this Act, withdraw from the fund by turning in his insurance contract or policy for cancellation, provided he is not in arrears for premiums due to the fund and has given to the state insurance manager written notice of his intention to withdraw thirty days before the expiration of the period for which he has elected to insure in said fund; and also provided that in case any employer so withdraws, his liability to assessments shall continue after the date of such withdrawal as against all liabilities for such compensation accruing prior to such withdrawal.

Any employer so withdrawing may, however, terminate his entire liability by paying to the state insurance manager such sum as said manager may deem sufficient to cover such liabilities.

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Reinsurance.

Section 78. The state insurance manager may reinsure any risk, or any part thereof, and may enter into agreements of reinsurance in the same way and to the same extent as other insurance carriers.

Audit of Payrolls.

Section 79. Every employer who is insured in the state insurance fund shall keep a true and accurate record of the number of his employees and the wages paid by him, and shall furnish to the state insurance manager, upon demand, a sworn statement of the same. Such record shall be open to inspection at any time and as often as the state insurance manager shall require to verify the number of the employees and the amount of the payroll.

Falsification of Payroll.

Section 80. An employer who shall wilfully misrepresent the amount of the payroll upon which the premiums chargeable by the state insurance fund are to be based shall be liable to the state in ten times the amount of the difference between the premiums paid and the amount the employer should have paid had his payroll been correctly computed; and the liability to the state under this section shall be enforced in a civil action by the state insurance manager in the name of the state, or in his own name, and any amount so collected shall become a part of the state insurance fund.

Wilful Misrepresentation.

Section 81. Any person who wilfully misrepresents any fact in order to obtain insurance in the state insurance fund at less than the proper rate for such insurance, or in order to obtain payment out of such fund, shall be guilty of a misdemeanor.

Inspections.

Section 82. The state insurance manager shall have the right to inspect the plants and establishments of employers insured in the state insurance fund; and the inspectors designated by the state insurance manager shall have free access

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to such premises during regular working hours, and at other reasonable times.

Disclosures Prohibited.

Section 83. Information acquired by the state insurance manager or his officers or employees from employers or employees pursuant to this Act shall not be open to public inspection, and any officer or employee of the state insurance manager who, without authority of the state insurance manager or pursuant to his rules, or as otherwise required by law, shall disclose the same shall be guilty of a misdemeanor.

Approval of Premium Rates.

Section 84. All premium rates fixed by the state insurance manager for the state insurance fund shall be subject to the approval of the insurance commissioner in the same way and to the same extent as may be provided by law in the case of private insurance carriers.

Payment of Compensation.

Section 85. The state insurance manager shall submit each month to the state auditor an estimate of the amount necessary to meet the current disbursements for insurance losses and workmen's compensation from the state insurance fund, during each succeeding calendar month, and when such estimate shall be approved by the state auditor, the state treasurer is authorized to pay the same out of the state insurance fund. At the end of each calendar month the state insurance manager shall account to the state auditor for all moneys so received, furnishing proper vouchers therefor.

Reports of State Insurance Manager.

Section 86. The state insurance manager shall file with the state insurance commissioner such reports as may be required of other insurance carriers; and shall also, whenever so requested by the state insurance commissioner, furnish him with such further information as he may need for the performance of the duties imposed upon him by this Act.

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VIII.

REPORTS, DEFINITIONS, AND GENERAL PROVISIONS.

Report of Accident by Employers.

Section 87. Every employer shall hereafter keep a record of all injuries, fatal or otherwise, received by his employees in the course of their employment. Within forty-eight hours, not counting Sundays and legal holidays, after the occurrence of an injury causing absence from work for one day or more, a report thereof shall be made in writing to the Industrial Accident Board on blanks to be procured from the Board for the purpose.

Upon the termination of the disability of the injured employee, the employer shall make a supplemental report upon blanks to be procured from the Board for that purpose. If the disability extends beyond a period of sixty days, the employer shall report to the Board at the end of such period that the injured employee is still disabled, and upon the termination of the disability shall file a final supplemental report as provided above.

The said reports shall contain the name and the nature of the business of the employer, the situation of the establishment, the name, age, sex, wages, and occupation of the injured employee, and shall state the date and the hour of the accident causing the injury, the nature and cause of the injury, and such other information as may be required by the Board.

Any employer who refuses or neglects to make the report required by this section shall be punished by a fine of not more than ( ) dollars for each offense.

Within sixty days after the termination of the disability of the injured employee, the employer or other party liable to pay the compensation provided for by this Act shall file with the Board a statement showing the total payments made or to be made for compensation and for medical services for such injured employee.

Indiana.— In re Burk (1918) (Ind. App.), 118 N. E. 540.

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Interstate Commerce.

Section 88. This Act shall affect the liability of employers to employees engaged in interstate or foreign commerce or otherwise only so far as the same is permissible under the laws of the United States.

Indiana.— In re Burk (1918) (Ind. App.), 118 N. E. 540; Walker v. Chicago L. & I. Ry. Co. (1917) (Ind. App.), 117 N. E. 969.

Reports of Industrial Accident Board.

Section 89. Annually on or before the first day of February, the Board shall make a report to the legislature which shall include a properly classified statement of the expenses of the Board, together with any other matters which the Board deems proper to report to the legislature, including any recommendations it may desire to make. The Board shall, at the same time, send a copy of said report to the state insurance commissioner, and also to the state insurance manager.

Definitions.

Section 90. In this Act, unless the context otherwise requires:

(a) "Employer," unless otherwise stated, includes any body of persons, corporate or unincorporated, public or private, and the legal representative of a deceased employer. It includes the owner or lessee of premises, or other person who is virtually the proprietor or operator of the business there carried on, but who, by reason of their being an independent contractor, or for any other reason, is not the direct employer of the workmen there employed. If the employer is insured it includes his insurer so far as applicable.

(b) "Workman" is used as synonymous with "employee," and means any person who has entered into the employment of, or works under contract of service or apprenticeship with, an employer. It does not include a person whose employment is purely casual or not for the purpose of the employer's trade or business, or whose remuneration exceeds ( ) dollars a year. Any reference to a workman who has been injured shall, where the workman is dead, include a reference to his dependents as

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herein defined, if the context so requires, or, where the employee is a minor or incompetent, to his committee or guardian or next friend.

(c) "Injury" or "personal injury" includes death resulting from injury within ( ) years.

(d) The words "personal injury by accident arising out of and in the course of such employment" shall include an injury caused by the wilfull act of a third person directed against an employee because of his employment.

They shall not include a disease except as it shall result from the injury.

(e) "Employment," in the case of private employers, includes employment only in a trade or occupation which is carried on by the employer for the sake of pecuniary gain.

Public employment means employment by the state or by a county, city, or town, or by any of the other public corporations mentioned in Section 2.

It does not include the employment of public officials who are elected by popular vote or who receive salaries exceeding ( ) dollars a year.

(f) The word "Board," whenever used in this Act, unless the context shows otherwise, shall be taken to mean the Industrial Accident Board.

(g) "Partial Disability." Diminished ability to obtain employment owing to disfigurement resulting from an injury may be held to constitute partial disability.

(h) "Wages" shall include the market value of board, lodging, fuel, and other advantages which can be estimated in money which the employee receives from the employer as a part of his remuneration.

"Wages" shall not include any sums which the employer has paid to the employee to cover any special expenses entailed on him by the nature of his employment.

(i) "Insurance Carrier" shall include the state insurance manager representing the state insurance fund and also stock corporations or mutual associations from any of which employers have obtained workmen's compensation, insurance or

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guaranty insurance in accordance with the provisions of this Act.

(j) Any term shall include the singular and plural and both sexes where the context so requires.

Indiana.— Indian Creek Coal & Mining Co. v. Calvert (1918) (Ind. App.) 119 N. E. 519; In re Mardney (1917) (Ind. App.), 118 N. W. 134; In re Harraden (1917) (Ind. App.), 118 N. E. 142; Inland Steel Co. v. Lambert (1917) (Ind. App.), 118 N. E. 162; Interstate Iron & Steel Co. v. Szot (1917) (Ind. App.), 115 N. E. 599; In re Ayers (1918) (Ind. App.), 118 N. E. 386; Zeitlow v. Smock (1917) (Ind. App.), 117 N. E 665; Polar Ice & Fuel Co. v. Mulray (1918) (Ind. App.), 119 N. E. 149; United Paperboard Co. v. Lewis (1917) (Ind. App.), 117 N. E. 276.

Minnesota.— State v. District Court of Brown County (1917), 162 N. W. 678; State v. District Court of St. Louis County (1917), 164 N. W. 585.

Unconstitutional Provisions.

Section 91. If any part or section of this Act be decided by the courts to be unconstitutional or invalid, the same shall not affect the validity of the Act as a whole, or any part thereof which can be given effect without the part so decided to be unconstitutional or invalid.

Penalties for False Representations.

Section 92. If for the purpose of obtaining any benefit or payment under the provisions of this Act, either for himself or for any other person, any one wilfully makes a false statement or representation, he shall be guilty of a misdemeanor and liable to a fine of not exceeding ( ) dollars, and he shall forfeit all right to compensation under this Act after conviction for such offense.

Prior Injuries.

Section 93. The provisions of this Act shall not apply to injuries sustained, or accidents which occur, prior to the taking effect thereof.

Rules of Construction.

Section 94. (a) The rule that statutes in derogation of the common law are to be strictly construed shall have no application to this Act.

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(b) This Act shall be so interpreted and construed as to effect its general purpose to make uniform the law of those states which enact it.

Prior Statutes; Repeal.

Section 95. All Acts and parts of Acts inconsistent with this Act are hereby repealed.

Title of Act.

Section 96. This Act may be cited as the Uniform Workmen's Compensation Act.

Time of Taking Effect.

Section 97. Part VII of this Act shall take effect on the first day of July, nineteen hundred and ( ); the remainder thereof shall take effect on the first day of January, nineteen hundred and ( ).

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APPENDIX.

ELECTIVE ACT.

Election to Come Under This Act.

Election by Employer and Employee.

Section 1. This Act, except Sections ( ) relating to defenses, and Section ( ), relating to reports, shall not apply to any employer or employee unless prior to the injury they shall have so elected by agreement, either express or implied, as hereinafter provided. Such agreement shall be a surrender by the parties thereto of their rights to any other method, form, or amount of compensation or determination thereof than as provided in this Act, and shall bind the employee himself, his widow and next of kin and dependents as hereinafter defined, as well as the employer and those conducting his business during bankruptcy or insolvency.

Every contract of hiring—verbal, written, or implied—now in operation or made or implied prior to the time limited for this Act to take effect shall after this Act takes effect be presumed to continue subject to the provisions of this Act unless either party shall at any time prior to accident, in writing, notify the other party to such contract and the Board that the provisions of this Act, other than Sections ( ) are not intended to apply.

Every contract of hiring—verbal, written, or implied—made subsequent to the time provided for this Act to take effect shall be presumed to have been made subject to the provisions of this Act, unless there be, as a part of said contract, an express statement in writing prior to accident, either in the contract itself or by written notice by either party to the other and the Board, that the provisions of this Act other than Sections ( ) are not intended to apply, and it shall be presumed that the parties have elected to be subject to the provisions of this Act and to be bound thereby. In the employment of minors this Act shall be presumed to apply unless the notice be given by or to the parent or guardian of the minor.

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The agreement for the operation of the provisions of this Act other than Sections ( ) may be terminated by either party upon sixty days' notice to the other and to the Board in writing prior to any accident.

Defenses in Case Employer Does Not Elect To Come Under This Act.

Section 2. If an employee has elected as aforesaid to come under this Act and his employer has elected as aforesaid not to come under this Act, then if an action is brought by the employee or his next of kin or personal representative to recover for personal injuries sustained after such election by the employer arising out of and in the course of his employment, it shall not be a defense—

(a) That the employee was negligent;

(b) That the injury was caused by the negligence of a fellow employee;

(c) That the employee had assumed the risk of the injury.

Defenses in Case Employee Does not Elect to Come Under This Act.

Section 3. If an employer has elected as aforesaid to come under this Act and his employee has elected as aforesaid not to come under this Act, then if an action is brought by the employee to recover damages for personal injuries sustained after the employee has so elected, and arising out of and in the course of his employment, the employer shall have all the defenses which he would have had if this Act had not been enacted.

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UNIFORM FOREIGN ACKNOWLEDGMENTS ACT

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UNIFORM FOREIGN ACKNOWLEDGMENTS ACT

At the Conference of the Commissioners on Uniform State Laws held at Washington, D. C., in October, 1914, a draft of the law to make uniform acknowledgments to deeds, etc., taken outside of the United States was considered, approved and adopted by the Conference and recommended to the various legislatures for enactment.

The act has been adopted in the following states: Louisiana, 1916; Maryland, 1916; Nevada, 1917; New Hampshire, 1917; Tennessee, 1919; Wisconsin, 1915.

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	Laws 1916, p. 376.	Laws 1916, ch. 174.	Laws 1917, ch. 152.	Laws 1917, ch. 53, p. 501.		Laws 1915, ch. 275.
Uniform Act Sec. No.	1916 La.	1916 Md.	1917 Nev.	1917 N. H.	1919 Tenn.	1915 Wisc.
1	1	5	1	1	Not	1
2	2	5	2	2	Yet	2*, 3
3	3	5	3	3	Out	4

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UNIFORM FOREIGN ACKNOWLEDGMENTS ACT

Section 1. All deeds or other instruments requiring acknowledgment, if acknowledged without the United States, shall be acknowledged before an ambassador, minister, envoy or charge d'affairs of the United States, in the country to which he is accredited, or before one of the following officers commissioned or accredited to act at the place where the acknowledgment is taken, and having an official seal, viz.: any consular officer of the United States; a notary public; or a commissioner or other agent of this state having power to take acknowledgments to deeds.

Section 2. Every certificate of acknowledgment, made without the United States, shall contain the name or names of the person or persons making the acknowledgment, the date when and place where made, a statement of the fact that the person or persons making the acknowledgment knew the contents of the instrument, and acknowledged the same to be his, her or their act; the certificate shall also contain the name of the person before whom made, his official title, and be sealed with his official seal and may be substantially in the following form:

.....(name of country).

.....(name of city, province or other political subdivision).

Before the undersigned..... (naming the officer and designating his official title) duly commissioned (or appointed) and qualified, this day personally appeared at the place above named..... (naming the person or persons acknowledging) who declared that he (she or they) knew the contents of the foregoing instrument, and acknowledged the same to be his (her or their) act. Witness my hand and official seal this.....day of ....., 19....

[SEAL] .....(name of officer).

.....(official title).

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When the seal affixed shall contain the name or the official style of the officer, any error in stating, or failure to state otherwise the name or the official style of the officer, shall not render the certificate defective.

Section 3. A certificate of acknowledgment of a deed or other instrument acknowledged without the United States before any officer mentioned in Section 1 shall also be valid if in the same form as now is or hereafter may be required by law, for an acknowledgment within this state.

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UNIFORM PROBATE OF FOREIGN WILLS ACT

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UNIFORM PROBATE OF FOREIGN WILLS ACT

The subject of a uniform law covering the probate of foreign wills was taken up by the Commissioners of Uniform State Laws in 1909 and referred to the Committee on Wills, Descent and Distribution, on which Mr. W. O. Hart of Louisiana, was chairman.

In 1912, this committee submitted a draft of the proposed act, and in 1914, the committee submitted to the conference a resume of the statutes and decisions of the various states on the subject. The law in the various states was discovered from this resume to be very different, and the matter was referred back to the committee for further consideration.

In 1915, the committee submitted four drafts of a uniform law regarding the probate of foreign wills, and after discussion and amendment, the conference approved one of these drafts and recommended its adoption by the states.

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	Laws 1913, p. 155.	Laws 1917, p. 800	Laws 1911, ch. 336, p. 597	Laws 1914, ch. 238.	Laws 1911, ch. 246.	Navell's Stat., p. 4385, par. 11025.
Uniform Act Sec. No.	1913 Alaska	1917 Illinois.	1911 Kansas.	1914 Md.	1911 Mass.	1911 Mich.
1	1	1, 2, 3, 4, 5*, 6	1	1	1	1

	Laws 1915, ch. 36, p. 56.	Comp. Laws 1917.	Laws 1911, ch. 8.	Comp. Stat., 1917.	ch. 294.
Uniform Act Sec. No.	1915 Nevada.	1907 Utah.	1911 Washington.	1895 Wisconsin.	1919 New York
1	1	6324*	1	2283	.....

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UNIFORM PROBATE OF FOREIGN WILLS ACT

Be it enacted, etc.

Section 1. A will duly proved, allowed and admitted to probate outside of this state, may be allowed and recorded in the proper court of any county in this state, in which the testator shall have left any estate.

Section 2. When a copy of the will and the probate thereof, duly authenticated, shall be presented by the executor or by any other person interested in the will, with a petition for probate, the same must be filed and a time must be appointed for a hearing thereon and such notice must be given as required by law on a petition for the original probate of a domestic will.

Section 3. If upon hearing, it appears to the satisfaction of the court that the will has been duly proved, allowed and admitted to probate outside of this state, and that it was executed according to the law of the place in which the same was made, or in which the testator was at the time domiciled, or in conformity with the laws of this state, it must be admitted to probate, which probate shall have the same force and effect as the original probate of a domestic will.

Section 4. When a duly authenticated copy of a will from any state or country where probate is not required by the laws of such state or country, with a duly authenticated certificate of the legal custodian of such original will that the same is a true copy, and that such will has become operative by the laws of such state or country, and when a copy of a notarial will in possession of a notary in a foreign state or country entitled to the custody thereof (the laws of which state or country require that such will remain in the custody of such notary), duly authenticated by such notary, is presented by the executor or other persons interested to the proper court in this state, such court shall appoint a time and place of hearing and notice thereof shall be given as in case of an original will presented for probate.

If it appears to the court that the instrument ought to be allowed in this state, as the last will and testament of the de-

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ceased, the copy shall be filed and recorded, and the will shall have the same effect as if originally proved and allowed in the said court.

Section 5. All laws and parts of laws in conflict or inconsistent herewith be and the same are hereby repealed.

Section 6. This Act may be cited as the Uniform Foreign Probate Act, and shall be so interpreted and construed as to effectuate its general purpose to make uniform the law of the states which enact it.

Section 7. This Act shall take effect from and after the ..... day of .....

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UNIFORM LAND REGISTRATION ACT

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UNIFORM LAND REGISTRATION ACT

The Uniform Land Registration Act is an adaptation of the Torrens system.

The Torrens system takes its name from Sir Robert Richard Torrens, author of the registration act adopted in South Australia on January 27, 1858, the principles of which soon spread throughout Australia, Tasmania, New Zealand, and other English possessions. The registration of possessory titles has been compulsory in London since 1897. The Torrens system was original with Sir Robert, but in the brief of Attorney General Knowlton in the suit of Tyler v. Judges (175 Mass. 71), it is stated:

"Registers of ownership have existed from time immemorial in Bohemia. In Vienna registers of 1368 are still preserved; in Prague, of 1377; in Munich, of 1440. In the Rhine provinces the present system of registering land titles was introduced comparatively recently.

"Registration of title was made universal in Australia in 1811; it was adopted in Saxony in 1843; in Hungary in 1849-56; and in Prussia in 1872."

The subject was pending before the National Conference of Commissioners on Uniform State Laws from 1903 to 1915.

In 1903 the conference met at the Hot Springs of Virginia immediately following the fifteenth annual meeting of the Virginia State Bar Association, at which a land-registration bill prepared for Virginia was under discussion. One of the fruits of that discussion in the State Bar Association was a resolution adopted by the Conference of Commissioners for the appointment of a committee to report upon the feasibility of drafting a uniform act on the subject. And from 1903 down to the present time the Torrens land-registration system has been under discussion in the national Conference of Commissioners. At first the matter was referred to a special committee, but since

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1905 it has been in the hands of one of the standing committees of the Conference, formerly entitled "The committee on the Torrens system and registration of land titles," and now known as "The committee on registration of title to land" under the new constitution of the Conference. It chanced that in 1912 the draftsman of the Virginia act was made chairman of this committee of the Conference. In the meantime the original Virginia bill had been pending in every Legislature of Virginia since 1903 and had been subjected to the criticism not only of lawyers in Virginia, but of lawyers and publicists throughout the United States. It was used as the basis of the first tentative draft for the uniform land registration act presented to the national Conference of Commissioners on uniform state laws at their twenty-third annual conference held at Montreal in August, 1913. A second tentative draft was presented to the Conference at its twenty-fourth annual meeting held in the city of Washington in October, 1914. And in August, 1915, the third tentative draft was presented to the Conference in its twenty-fifth annual meeting held at Salt Lake City. Members of the committee rendered valuable service and finally their labors were rewarded by the adoption of this third tentative draft, with certain amendments, after a prolonged and thorough discussion.

The resolution of the conference adopting the acts authorized the committee to make such verbal changes as they might deem appropriate not affecting any matter of substance and to recommend it to the legislatures of the various states for adoption as "The Uniform Land Registration Act."

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Uniform Act Sec. No.	Acts of Gen. Ass., 1917, p. 108. 1917 Georgia.	Compiled Laws of Utah. 1917 Utah.	Va. Code, Sollards Supp., p. 1059. 1916 Virginia.
1	(Modified)	4920	1
2		4921	2
3		4922	3
4		4923*	4
5		4924	5
6		4925	6
7		4926	7
8		4927	8
9		4928	9
10		4929	10
11		4930	11
12		4931	12
13		4932	13
14		4933	14
15		4934	15
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PART I.

PRELIMINARY PROVISIONS.

Section 1.—(Name of Act.)—This Act may be cited as the Uniform Land Registration Act.

Section 2.—(Definitions.)—Words and phrases used in this Act are to be construed as follows:

(1) The words "voluntary transaction" mean all devises and all contractual or other acts or dealings, by any registered owner of any estate or interest in land with reference to such estate or interest, and to any statutory right or exemption claimed therein.

(2) The words "involuntary transaction" mean the transmission of registered land or any interest therein by descent, the rights of curtesy and dower, all equitable rights and claims, judicial proceedings or statutory liens or charges, the exercise of the right of eminent domain, the lien of delinquent taxes and levies affecting registered land, or any interest therein.

(3) The phrase "writing, instrument, or record" means all transactions, whether voluntary or involuntary, as herein defined.

(4) The word "registrar" means the clerk of the court having jurisdiction of the cause within the county or city in which the land lies.

(5) The word "decree" means judgment, decision, order, or decree.

(6) The word "appeal" means writ of error, supersedeas, or appeal.

(7) Except where the context requires a different construction, the word "court" means the court having jurisdiction for the settlement, registration, transfer, and assurance of titles to lands in the county or city where the land lies.

Section 3.—(Purposes.)—For the certain, cheaper, and more speedy settlement, registration, transfer, and assurance of titles

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to land there is hereby established a system of land-title registration having the following purposes in detail:

(1) To establish or designate courts of land registration.

(2) To provide for the appointment and duties of registrars of title.

(3) To regulate proceedings to obtain registration of title.

(4) To authorize the adjudication of title.

(5) To prescribe the nature of certificates of title.

(6) To provide for the registration of subsequent dealings with registered titles.

(7) To regulate sundry proceedings after registration of title.

(8) To determine the legal effects of registration of title.

(9) To establish an assurance fund.

(10) And to regulate the fees for registration of titles.

PART II.

COURTS OF LAND REGISTRATION.

Section 4.—(Courts of Land Registration.)—The —— courts throughout those portions of the state specified in section eighty-nine of this Act, and in those portions of the state which shall so elect as provided in said section, are hereby constituted or designated courts of land registration for the purpose of the settlement, registration, transfer, and assurance of titles to lands (or any interest therein as hereinafter provided) within their respective jurisdictions.

Section 5.—(Jurisdiction.)—Such courts shall have exclusive, original, and general jurisdiction, subject to the right of appeal hereinafter allowed.

(1) Of all petitions and proceedings for the registration of titles to lands.

(2) And of all transactions affecting registered titles to lands lying within their respective jurisdictions.

Section 6.—(Powers.)—Their powers shall include all the powers possessed by the (circuit and corporation) courts of the

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state, in law and equity, for the purpose of enforcing any of the provisions of this act.

Section 7.—(Sessions.)—They shall be open as courts of land registration, except on Sundays and legal hoidays; and their process as such may be issued at any time, returnable as they may direct.

Section 8.—(Mode of Trial.)—The whole matter of law and fact in any case shall be heard and determined by the court: *Provided, however,* That on the motion of any person interested the court shall direct and frame an issue or issues to be tried by jury.

Section 9.—(Proceedings to be in Rem.)—The proceedings under any petition for the registration of land, and all proceedings or transactions in relation to registered land, shall be proceedings in rem against the land, and the decrees of the court and registered transactions shall operate directly on the land, and shall vest and establish title thereto in accordance with the provisions of this Act.

Section 10.—(Rules of Court.)—The —— court (court of last resort) shall from time to time make general rules and forms for procedure, subject to the provisions of this Act and the general laws, and such rules and forms shall be uniform throughout the state.

Section 11.—(Petitions for Rehearing, Appeals and Bills of Review.)—A petition for rehearing or an appeal may be taken (or a bill of review or bill of exceptions, or writ of certiorari) may be filed, within (ninety days) and not afterwards, from any decree of the court, under the same circumstances, in the same manner, and on the same conditions as if such decree had been rendered by a —— court.

Said period may not be extended by any disability.

Section 12.—(Books and Cases for Record.)—It shall be the duty of the —— of each county (or the —— of each city)

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in which the office of a registrar of titles may be located to provide appropriate cases and other furniture for the safe and convenient keeping of all the books, documents, and papers in the custody of such registrar, and also an official seal, and all necessary books and such printed blanks and stationery for use in registration in such country or corporation as may be ordered by the court.

Section 13.—(Court May be Held by Designated Judge.)—If the judge of the court for any reason shall become disqualified or temporarily incapacitated, the court may be held by any other judge of a court of record designated according to law.

PART III.

REGISTRARS AND EXAMINERS OF TITLES.

Section 14.—(Clerks to be Registrars of Title.)—The clerks of said courts shall be registrars of title under this Act.

(1) They shall do all things required of them by this Act, under the direction of their respective courts, and pursuant to rules and regulations established for such courts, and shall be governed by the same general laws as clerks of (circuit and municipal) courts in so far as the same may be applicable.

(2) Their official designation under this Act shall be registrar of title for their respective counties or cities.

(3) They shall qualify and give bond in accordance with law for the faithful performance of their duties as such.

Section 15.—(Duties and Powers of Registrars of Title.)—Registrars of title and their deputies shall be authorized and required, under the direction of their respective courts——

(1) To issue process and to enter the decree of the court touching lands in their respective counties or cities;

(2) To enter and issue certificates of title as provided herein;

(3) To affix the seal of the court to such certificates and their duplicates;

(4) To make entries and memoranda and perform all acts of registration affecting the title to such lands;

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(5) To keep a separate account of all moneys with which they may be chargable under this Act, and to make a special return thereof in accordance with the general laws and the special provisions of this Act;

(6) And generally to perform such other acts as the court may prescribe.

Section 16.—(Examiners of Titles.)—The courts of land registration shall appoint, subject to removal at any time, one or more attorneys at law in their respective counties or cities to be examiners of titles, or the court may, in any case on motion appoint special examiners.

(2) Their duty shall be to search the records and investigate all facts stated in the petition or otherwise brought to their notice in any case referred to them.

(3) They shall have the powers of (commissioners in chancery) and may hear the parties and receive evidence.

(4) They shall make report to the court, in the form required by it, with a certificate of their examination of the title and their findings of fact.

PART IV.

PROCEEDINGS TO OBTAIN REGISTRATION.

Section 17.—(Petition for Registration.)—Suit for registration of title shall be begun by a petition to the court by a person or persons claiming, singly or collectively—

(1) To own; or

(2) To have the power of appointing or disposing of an estate in fee simple in any land whether subject to liens or not.

Section 18.—(Petition by Representative.)—Infants and other persons under disability may sue and defend by guardian, committee, or trustee, as the case may be, and corporations by an officer duly authorized.

(1) But the person in whose behalf the petition is made shall always be named as petitioner.

(2) A nonresident petitioner shall appoint a resident agent upon whom process and notices may be served.

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Section 19.—(Equity Practice.)—Except as otherwise provided, the suit shall be subject to the general rules of pleading and practice in equitable actions.

Section 20.—(Signature and Oath to Petition.)—The petition and any amendment thereto shall be signed and sworn to by each petitioner or, in the case of a corporation or person under disability, by the person authorized to file the petition.

Section 21.—(Contents of Petition.)—The petition shall set forth—

(1) A full description of the land and any improvements thereon, with the description and valuation in its last assessment for taxation.

(2) When, how, and from whom it was acquired.

(3) Whether or not it is occupied.

(4) An enumeration of all known liens, interests, and claims, adverse or otherwise, vested or contingent.

(5) And the full names and addresses, if known, of all persons that may be interested by marriage or otherwise, including adjoining owners and occupants.

(6) The petition shall be accompanied by a plan made in accordance with the rules of court.

Section 22.—(Petition to be Filed and Docketed.)—The petition shall be filed with the registrar of titles, and shall be forthwith docketed, numbered, and indexed by him in a book to be known as the land registration docket of his county or city.

Section 23.—(Notice of Lis Pendens.)—The registrar shall also forthwith cause to be recorded and indexed in the proper record book of such county or city a notice, such as is required by law for notice of *lis pendens*, which shall be filed with the petition, and which shall have the full force and effect of a notice of *lis pendens*.

Section 24.—(Memorandum of Other Papers.)—A memorandum of all other pleadings and papers filed with said registrar shall in each case be entered upon his registration docket under the proper number as aforesaid, and the papers in the

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cause and all writings, instruments, and records filed with him shall be safely kept by him in his office, duly numbered, dated, and indexed.

Section 25.—(Reference to Examiner of Titles.)—Upon the filing of a petition for the registration of any land, the court shall refer the same to one of the examiners of title provided for by the Act, to examine and report thereon.

Section 26. —(Report of Examiner.)—Such report shall include:

(1) An abstract of title to the land, made from the records, and all other evidence that can be reasonably obtained by the examiner.

(2) Full extracts from the records to enable the court to decide the questions involved.

(3) The names and addresses so far as ascertained of all persons interested in the land, as well as adjoining owners and occupants, showing their several interests and indicating upon whom and in what manner process should be served or notice given in accordance with the provisions of this Act.

Section 27.—(Order of Publication in Rem.)—Upon the filing of the report of the examiner of titles the court shall cause notice thereof to all persons shown therein to be entitled to the same and " to all whom it may concern," to be published and to be posted in the county or city where the land lies, in the same manner and with the same effect as an order of publication in other proceedings *in rem*, subject, however, to the limitation imposed by Section 11 of this Act.

Section 28.—(Notice by Mail.)—A copy of the order of publication shall in all cases be mailed by registered letter demanding a return, to every person interested, named in the petition or in the report of the examiner of titles whose address is given or known.

Section 29.—(Notice by Posting on Land.)—The court shall also cause an attested copy of said order to be posted in a con-

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spicuous place by the sheriff on each parcel of land included in the petition.

It shall require such sheriff to go upon the lands and ascertain and report to the court the names and addresses of any person or persons actually occupying the premises under any claim of title.

Section 30.—(Notice to State.)—If the petition involves the determination of any public rights or interests, the court shall cause a copy of the order of publication to be delivered by the registrar to the proper attorney for the state, county, or city.

Section 31.—(Other Notice.)—The court may cause other or further notice to be given in such manner and to such person as it may deem proper.

And such personal service of process as is required in equitable actions shall also be made upon residents of the state, not under disability, who are made known to the court before final decree and can be reached by its process, unless such service be waived by appearance or otherwise.

Section 32.—(Effect of Notice.)—Notice given under the preceding sections shall be in lieu of personal service of process, except as provided in Section thirty-one, and shall be conclusive and binding on all the world.

Section 33.—(Certificate of service.)—Certificates from the registrar and sheriff, or their deputies, showing the due execution of said order of publication and the mailing and posting of copies thereof, as required by Sections twenty-seven to thirty, inclusive, shall be filed among the papers in the cause and be conclusive proof of such service.

Section 34.—(Time of Hearing.)—After the expiration of at least (fifteen) days from the publication and posting of said order of publication as aforesaid, the cause shall be set down for hearing.

Section 35.—(Guardian ad Litem.)—And thereupon the

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court shall appoint some discreet and competent (attorney at law) of the county or city in which the land lies, as guardian *ad litem* for all persons under disability, not in being, unascertained, unknown, or out of the state, who may have or appear to have an interest in or claim against the land.

Section 36.—(Answer to Petition.)—Any person having any interest in or claim against the land, whether named in the petition and order of publication or not, may appear and file an answer at any time before final decree, unless such person shall have been served personally with notice.

Section 37.—(Signature and Oath to Answer.)—The answer shall be personally signed and sworn to by the claimant, or in case of a corporation or a person under disability, by the person authorized to file the answer, unless the court, for good cause shown, otherwise direct.

PART V.

ADJUDICATION OF TITLE.

Section 38.—(Action on Report of Examiner of Titles.)—After the expiration of the time as provided by Section thirty-four, the court may proceed to take such action as may be proper, upon the report of the examiner of titles and all other evidence before it with reference to the rights of all persons appearing to have any interest in or claim against the land, and may refer the cause again or require further proof.

Section 39.—(Order of Survey, etc.)—While the cause is pending before the examiner of titles, or at any time before final decree, and whenever after initial registration a tract of land is subdivided, the court—

(1) May require the land to be surveyed, after due notice to owners of adjoining land, by a competent surveyor appointed by the court;

(2) Shall order durable bounds to be set and a plat thereof to be filed among the papers of the suit;

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(3) Shall enter all necessary decrees for the establishment, declaration, and protection of the right and title of all persons appearing to have any interest in or claim against the land.

Section 40.—(Petition May be Dismissed.)—If in any case the petitioner so desires, or if the court is of opinion that the petitioner's title is not and can not be made proper for registration, the petition may be dismissed without prejudice, on terms to be determined by the court.

Section 41.—(Amendments to petition and Other Pleadings.)—Amendments to petitions or other pleadings, or the severance thereof, including joinder, substitution of any person or persons, or discontinuance of parties, and the omission or severance of any portion or parcel of the land, may be ordered or allowed by the court at any time before final decree upon terms that may be just and reasonable; and the court may require facts to be stated in an amended petition in addition to those prescribed by this Act.

Section 42.—(Land May be Dealt With, Pending Registration, Subject to Decree of the Court.)—The land described in any petition may be dealt with pending registration as if no such petition had been filed.

(1) But any instrument admitted to record under the general laws in relation to such land pending action on said petition shall also be docketed and indexed as required by Section twenty-two of this Act.

(2) And any person who shall acquire any interest in or claim against such land shall at once appear as a petitioner or answer as a party defendant in the proceedings for registration, and such interest or claims shall be subject to the decree of the court.

Section 43.—(Certificate of Taxes Paid.)—No final decree of registration shall be entered until proof is made by certificate from the proper officer that all taxes and levies assessed on said land and then due or delinquent have been paid in full.

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Section 44.—(Decree of Registration is Final, Quiets Title, and Binds all the World, Subject to Appeal, etc.)—If the court, after final hearing, is of opinion that the petitioner has title proper for registration, a decree of confirmation and registration shall be entered; and every decree of registration entered in accordance with the provisions of this Act—

(1) Shall bind the land and quiet the title thereto, except as herein otherwise provided;

(2) Shall be forever binding and conclusive upon all persons, resident or nonresident, including the state, whether mentioned by name in the order of publication or included under the general description, "to all whom it may concern;"

(3) And shall not be attacked or opened or set aside by reason of the absence, infancy, or other disability of any person affected thereby, nor by any proceeding at law or in equity for rehearing or reversing judgments or decrees, except as herein especially provided.

Section 45.—(Form of Decree and Manner of Registration.)—Every decree of initial registration and subsequent memorial shall be made in convenient form for transcription upon the certificate of title, showing the following items:

(1) Owners:

Name and residence of the owner, and whether married or unmarried, and the name of the consort, if any;

If the owner is under disability, the nature thereof, and if an infant, his age;

If a corporation, the place of incorporation and its chief office;

If a personal representative or trustee, the name of decedent or beneficiary.

(2) Land:

Description of the land as finally determined by the court:

The estate of the owner therein;

Also all the rights and easements appurtenant to said land;

And also a description of all particular estates, easements, liens, or other encumbrances, or rights to which the land or the owner's estate is subject, showing their relative priorities.

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(3) Other matters:

Any other matter determined in pursuance of the provisions of this Act.

Section 46.—(Time of Taking Effect.)—Such decree or memorial shall take effect upon the land described therein as of the day, hour, and minute it is filed for registration in the office of the proper registrar.

Section 47.—(Registrar's Memorandum.)—The registrar shall forthwith record the said decree in the proper book of the court, and shall forthwith enter and properly number, minutely date, and index a memorandum thereof on his land registration docket and in the entry book hereinafter directed to be kept by him, and shall cause to be recorded and indexed a like memorandum in the proper deed book of the county or city.

PART VI.

CERTIFICATES OF TITLE.

Section 48.—(Entry in Registry of Titles.)—Said decree or memorial, or so much thereof as may be ordered by the court, shall be copied, numbered, signed, and sealed with the seal of the court by said registrar and registered in the book hereinafter directed to be kept by him, to be known as the register of titles, for his county or city and when so registered shall constitute the original certificate of title.

Subsequent certificates covering the same land shall be in a like form, but shall be designated "transfer certificate No. —— (the number of the next previous certificate covering the same land), original certificate registered —— (date, volume, and page of registration)."

New and appropriate numbers shall be adopted for any subsequent certificates not covering the whole of said land.

Section 49.—(Entry Book Kept by Registrars.)—(1) Each registrar shall keep an entry book in which he shall enter, in the order of their reception, a memorandum of any writing, in-

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strument, or record filed with him for registration, and shall note in such book the year, month, day, hour, and minute of such filing.

(2) Every such writing, instrument, or record shall be numbered indexed and indorsed with reference to the entry thereof and securely kept in the office of the registrar.

(3) Every such entry shall be minutely dated, numbered, and indexed, and shall refer to the certificate of title hereinafter mentioned, upon which, as well as upon its duplicate or duplicates, a memorandum of such entry shall be made.

Section 50.—(Register of Titles Kept by Registrar.)—Each registrar shall also keep a register of titles book, in which, under the director of the court, he shall—

(1) Register, number, and index the original certificates of title and all subsequent certificates of title, and all voluntary or involuntary transactions authorized to be registered under this Act; and

(2) Note thereon, and also upon the duplicate certificate thereof, when originally issued or subsequently presented, the day, hour, and minute of registration in each case in conformity with the date shown by the entry book.

Section 51.—(Certificate of Title.)—(1) Every certificate of title entered in the register of titles as aforesaid, together with the memorials thereon, if any, shall be known as "the certificate of title."

(2) Said certificate shall be conclusive evidence of all matters contained therein, except as otherwise provided in this Act.

(3) No erasure, alteration, or amendment of said certificate, or of any memorial thereon, shall be made except by order of court.

Section 52.—(Owner's Duplicate Certificate.)—An exact copy of the certificate of title shall be made, except that it shall be conspicuously stamped or marked "owner's duplicate" and shall be delivered to the owner or his attorney duly appointed upon his receipt therefor in writing upon said certificate of title, attested by the registrar or his deputy.

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Section 53.—(Certificates of Title to be Numbered and Memorials Thereon to be Signed and Sealed.)—(1) All the certificates of title of land in each county or city shall be numbered consecutively.

(2) A separate folium, with appropriate spaces for subsequent memorials, shall be devoted to each title in the register of titles for each county or city.

(3) Every certificate and memorial thereon shall appropriately conform to the requirements of Sections forty-five and forty-eight of this Act as to particulars of form.

(4) Every memorial made upon any certificate of title or duplicate certificate under any provision of this Act shall be signed by the registrar and sealed with the seal of the court and minutely dated and numbered in conformity with the date and number shown by the entry book.

PART VII.

REGISTRATION OF TRANSFERS AND OTHER TRANSACTIONS.

Section 54.—(Transfers of the Whole of any Registered Estate.)—Whenever the whole of any registered estate is transferred, the transaction shall be duly noted and registered in accordance with the provisions of this Act.

Thereupon the certificate of title and any duplicate certificate relating to such estate shall be canceled by the registrar of each county or city in which the land, or any part thereof, lies, if desired by the registered owner, and a new certificate or certificates of title shall be entered in the register of titles for such county or city, and a duplicate or duplicates thereof issued as the case may require.

Section 55.—(Partial Transfers, Encumbrances, Leases.)—If only a portion of such estate is transferred, or in case of an encumbrance or lease for more than one year, the transaction shall be duly noted and registered as aforesaid; and a new certificate of title shall be entered in the register of titles and new owner's duplicate certificate shall be issued for the portion transferred and the portion untransferred, or a beneficiary's duplicate or lessee's duplicate may be issued as the case may require.

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Section 56.—(Memorials to be Noted.)—All registered encumbrances, rights, or adverse claims affecting the estate represented thereby, shall continue to be noted upon every outstanding certificate of title and duplicate certificate until the same shall have been released or discharged or terminated.

Section 57.—(Registration of Voluntary Transactions.)—be presented along with the writing or instrument filed for reg- In voluntary transactions, the duplicate certificate of title must istration; and thereupon, and not otherwise, the registrar shall be authorized to register the transaction, under the direction of the court, upon proof of payment of all delinquent taxes and levies, if any.

Section 58.—(Registration of Involuntary Transactions.)—In involuntary transactions, a certificate from the proper state, county, city, or court officer, or a certified copy of the order, decree, or judgment of any court of competent jurisdiction, or other appropriate evidence of compliance with the statute in relation to such transaction, when filed in the office of the proper registrar, shall be authority for him to register the transaction under the direction of the court: *Provided,* That any writing or instrument for the purpose of transferring, encumbering, or otherwise dealing with equitable interests in registered land may be registered with such effect as it may be entitled to have.

Section 59.—(Production of Duplicate Certificate Required.)—Whenever a duplicate certificate is not presented to the registrar along with any writing, instrument, or record filed for registration under this Act, he shall forthwith send notice by registered mail to the owner of such duplicate requesting him forthwith to produce the same in order that a memorial of the transaction may be made thereon; and such production may be required by suitable process of the court of necessary.

Section 60.—(Registration of Trusts, Conditions, Limitations, and Other Equitable Interests and Estates.)—Whenever a writing, instrument, or record is filed for the purpose of transferring registered land in trust, or upon any equitable condi-

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tion or limitation expressed therein, or for the purpose of creating or declaring a trust or other equitable interest in such land without transfer, the particulars of the trust, condition, limitation, or other equitable interest shall not be entered on the certificates, but it shall be sufficient to enter in the entry book and upon the certificates a memorial thereof by the terms "in trust," or "upon condition," or other apt words, and to refer by number to the writing, instrument, or record authorizing or creating the same.

And if express power is given to sell, encumber, or deal with the land in any manner, such power shall be noted upon the certificates by the terms "with power to sell," or "with power to encumber," or by other apt words.

And unless express power be given as aforesaid, no subsequent transfer or memorial shall be registered on such certificate except by special order of court.

Section 61.—(Registration of Estates of Decedents.)—(1) Lands and any estate or interest therein registered under this Act shall, upon the death of the owner, testate or intestate, go to his personal representative in like manner as personal estate, and shall be subject to the same rules of administration as personalty, except as otherwise provided in this Act.

(2) But nothing herein contained shall alter or affect—

(*a*) The course of ultimate descent under the statute of descents and distributions and the rights of dower and curtesy when duly registered;

(*b*) Nor the order in which real and personal assets, respectively, are now applicable in and toward the payment of funeral and testamentary expenses, debts, or legacies;

(*c*) Nor the liability of real estate to be charged with the payment of debts and legacies.

Section 62.—(Powers of Personal Representatives.)—(1) Subject to the powers, rights and duties of administration, the personal representatives of such deceased owner shall hold such real estate as trustees for the persons by law beneficially entitled thereto;

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(2) But, unless otherwise entitled by law to commissions, shall be entitled to no commissions thereon except in cases of necessary sales in due course of administration;

(3) And the heirs at law or beneficiaries aforesaid shall have the same power of requiring a transfer of such estate as if it were personal estate.

Section 63.—(Registration of Delinquent Taxes and Levies.)—(1) It shall be the duty of the treasurer or other collector of taxes or levies of each county, town, or city, not later than the —— day of —— in each year, to file an exact memorandum of the delinquency, if any, of any registered land for the nonpayment of the taxes or levies thereon, including the penalty therefor, in the office of the proper registrar for registration.

(2) If any such officer fail to perform said duty, he and his sureties shall be liable for the payment of said taxes and levies, with the penalty and interest thereon.

Section 64.—(Registration of Sales for Delinquent Taxes or Levies.)—(1) Whenever any sale of registered land is made for delinquent taxes or levies, it shall be the duty of the treasurer or other officer making such sale, forthwith to file a memorandum thereof for registration in the office of the proper registrar.

(2) Thereupon the registered owner shall be required to produce his duplicate certificate for cancellation, and a new duplicate certificate shall be issued in favor of the purchaser, and the land shall be transferred on the land books to the name of such purchaser, unless such delinquent charges and all penalties and interest thereon be paid in full within 90 days after the date of such sale.

(3) But a memorial shall be entered upon the certificate of title, and also upon any such new duplicate certificate, reserving the privilege of redemption in accordance with law.

Section 65.—(Same—Registration of Redemption.)—In case of any redemption under the preceding section, a memorial of the fact shall be duly registered; and if a duplicate certificate has been issued to any purchaser, the same shall be cancelled

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and a new duplicate shall be issued to the person who has redeemed.

Section 66.—(Same—Registration of Final Sale, if no Redemption.)—(1) If there be not redemption under said section in accordance with law, it shall be the duty of the treasurer, or other collector of taxes of the county or corporation in which the land lies, to sell the same, at public auction, for cash, having first given reasonable notice of the time and place of sale.

(2) The proceeds of sale shall be applied—

First, to the payment of all taxes then due the state, and all levies then due the county, town, or city, with interest, penalty and costs;

Second, to the payment of all sums paid by any person who purchased at the former tax sale, with interest and the additional sum of $5;

Third, to the payment of a commission to the officer making the sale of five per centum on the first $300 and two per centum on the residue of the proceeds;

Fourth, to the satisfaction of any liens other than said taxes and levies registered against said land in the order of their priorities;

Fifth, and the surplus, if any, to the person in whose name the land was previously sold for taxes, subject to redemption, as provided by section sixty-four of this Act, his heirs, personal representatives, or assigns.

(3) A memorial of the sale under this section shall be duly registered, and a new certificate shall be entered and a duplicate issued in favor of the purchaser, in whom title shall be thereby vested as registered owner, in accordance with the provisions of this Act.

Section 67.—(Same—Future Interests Not Affected.)—Nothing in the preceding section shall be so construed as to affect, or divest, the title of a tenant in revision or remainder to any real estate which has been returned delinquent and sold on account of the default of the tenant for life in paying the taxes or levies assessed thereon.

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PART VIII.

SUNDRY PROCEEDINGS AFTER REGISTRATION.

Section 68.—(Petitions Concerning Registered Land and Caveats and Decrees Thereon.)—Any registered owner of any estate or interest in land, or any person having any claim against registered land arising from any other cause than fraud or forgery since the land was registered, may, within ninety days after the claim or cause of complaint shall have arisen, petition the court for relief in any matter within its jurisdiction; and it shall be the duty of the proper registrar, upon the request of any such person, to register a memorial that such petition has been or will be filed, which memorial shall serve as a caveat and be notice to all persons.

(2) And whenever any registrar is in doubt as to the proper registration to be made in any case, or when any person is aggrieved by any act or refusal to act by the registrar, the question may be likewise submitted by petition.

Section 69.—(Same—Hearing and Decree.)—After notice to the parties interested, the court shall hear the cause, and, with due regard to the provisions of this Act, shall enter such decree as justice and equity may require, which shall be registered, and take effect in like manner as the original decree for registration.

Section 70.—(Same—Service of Notice.)—Notice in lieu of process under this Act or otherwise in relation to registered land, may be served upon any person by registered mail, and the post office registry return receipt shall be evidence of such service, and shall be binding, whether such person resides within or without the state; but the court may in any case order different or further service by publication once a week for four successive weeks in some convenient newspaper or otherwise, which shall be likewise binding.

Section 71.—(Proceedings Upon Loss or Destruction of Duplicate Certificate.)—(1) Whenever a duplicate certificate

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of title is lost or destroyed, the owner, or his personal representative, may petition the court for the issuance of a new duplicate.

(2) Notice of such petition shall be published once a week for four successive weeks, under the direction of the court, in some convenient newspaper.

(3) Upon satisfactory proof that said duplicate certificate has been lost or destroyed, the court may direct the issuance of a new duplicate certificate, which shall be appropriately designated and take the place of the original duplicate.

PART IX.

LEGAL EFFECTS OF REGISTRATION OF TITLE.

Section 72.—(Effect of Registration as Notice to Subsequent Purchasers.)—Every voluntary or involuntary transaction which, if recorded, filed, or entered in any clerk's office would affect unregistered land, shall, if duly registered in the office of the proper registrar, and not otherwise, be notice to all persons from the time of such registration and operate in accordance with law and with the provisions of this Act upon any registered land in the county or city of such registrar to which it relates.

Section 73.—(Effect of Registration Upon Adverse Claims.)—Every registered owner of any estate or interest in land brought under this Act shall hold the land free from any and all adverse claims, rights, or encumbrances not noted on the certificate of title, except—

First. Liens, claims, or rights arising or existing under the laws or Constitution of the United States which the statutes of this state can not require to appear of record under registry laws.

Second. Taxes and levies assessed thereon but not delinquent.

Third. Any lease for a term not exceeding one year under which the land is actually occupied.

Section 74.—(Same—Fraud or Forgery.)—The protection of the foregoing section shall not apply to the benefit of a registered owner in cases of fraud or forgery to which he is a party

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or in which he is a privy without valuable consideration paid in good faith.

Section 75.—(Effect of Registration Procured Through Fraud or Forgery.)—Any registration procured through fraud or forgery may be set aside by the court according to the rules of equity; but the rights and title of an innocent intervening registered encumbrancer or purchaser for value and without notice shall not be affected thereby. And in all such cases the injured party may pursue all his legal and equitable remedies against the party or parties to such fraud or forgery.

Section 76.—(Land to Remain Forever Registered.)—The obtaining of a decree of registration and the entry of a certificate of title shall be construed as an agreement running with the land, and the same shall forever remain registered land, subject to the provisions of this Act and all amendments thereof.

Section 77.—(No Rights by Adverse Possession of Prescription.)—No title to, nor right, nor interest in, registered land in derogation of that of the registered owner shall be acquired by prescription or adverse possession.

Section 78.—(Effect of Subsequent Dealings with Registered Land.)—Except as otherwise specially provided by this Act, registered land and ownership therein shall be subject to the same rights, burdens, and incidents as unregistered land, and may be dealt with by the owner, and shall be subject to the jurisdiction of the courts in the same manner as if it had not been registered.

(2) But registration shall be the only operative act to transfer or affect the title to registered land, and shall date from the time the writing, instrument, or record to be registered is duly filed and entered in the office of the proper registrar.

(3) Subject to the provisions of Section 73 hereof, no voluntary nor involuntary transaction shall affect the title to registered land until registered in accordance with the requirements of this Act.

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Section 79.—(Conflicting Claims Between Registered Owners.)—In case of conflicting claims between registered owners, the right, title, or estate derived from or held under the older certificate of title shall prevail.

PART X.

ASSURANCE FUND.

Section 80.—(Fee for Original Registration.)—Upon (the filing of the petition for) the original registration of any land under this Act there shall be paid to the registrar one-tenth of one per centum of the assessed value of such land as an assurance fund, which shall be subject to the trusts and conditions hereinafter declared for the uses and purposes of this Act.

Section 81.—(Payments Into State Treasury Upon Trust.)—All moneys received by the registrars under the preceding section shall be kept in a separate account, and shall be paid into the state treasury upon the special trust and condition that the same shall be set aside by the —— in trust as a separate fund for the uses and purposes of this Act, to be known as the "land registration assurance fund," which said fund is hereby appropriated to the uses and purposes set forth in this Act.

Section 82.—(Funds to be Invested.)—Said moneys, in so far as the same may not be required to satisfy any judgment certified against the assurance fund under Section eighty-five of this Act, shall be invested by the treasurer of the state in state bonds in trust for the uses and purposes set forth in this Act until said fund amounts to the sum of (five hundred thousand) dollars; but the income, or so much thereof as may be required therefor, may be applied towards the payment of the expenses of the administration of this Act and the satisfaction of any such judgment.

Whenever and so long as the face value of the bonds purchased as aforesaid equals said sum of $500,000, other moneys thereafter coming into said fund, together with any income not required for the purposes aforesaid, shall be transferred from the land registration assurance fund to the general treasury.

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Section 83.—(Suits Against the Assurance Fund.)—Any person who had no actual notice of any registration under this Act by which he may be deprived of any estate or interest in land, and who is without remedy hereunder, may within two years next after the time at which the right to bring such action shall have first accrued to him or to some person through whom he claims, bring an action against the treasurer of the state in the —— court of —— for the recovery out of the assurance fund of any damages to which he may be entitled by reason of of such deprivation.

(2) The assurance fund shall be defended in such action and in any appeal by the attorney general for the state.

(3) The measure of damages in such action shall be the value of the property at the time the right to bring such action first accrued, and any judgment rendered therefor shall be paid as hereinafter provided.

(4) If any person entitled to bring such action be under the disability of infancy, insanity, imprisonment, or absence from the state in the service of the state or of the United States at the time the right to bring such action first accrued, the same may be brought by him or his privies within two years after the removal of such disability.

Section 84.—(Defendants to Suits Against Assurance Fund.)—If such action be brought to recover for loss or damage arising only through the legal operation of this Act, then the treasurer of the state shall be the sole defendant.

(2) But if such action be brought to recover for loss or damage arising on account of any registration made or procured through the fraud or wrongful act of any person not exercising a judicial function, then both the treasurer of the state and such person shall be made parties defendant.

Section 85.—(Judgments Against the Assurance Fund.)—If judgment be rendered for the plaintiff in any such action, execution shall issue against the defendants, if any, other than the treasurer of the state.

(2) And if such execution be returned unsatisfied in whole or in part, or if there be no such defendants, then the clerk of

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the court in which the judgment was rendered shall certify to the —— the amount due on account thereof, and the same shall then be paid by said treasurer out of the assurance fund on warrant from said —— under the special appropriation hereby made of said fund for that purpose.

(3) Any person other than the treasurer of the state against whom any such judgment may have been rendered shall remain liable therefor, or for so much thereof as may be paid out of the assurance fund, and said treasurer may bring suit at any time to enforce the lien of such judgment against such person or his estate for the recovery of any amount, with interest, paid out of the assurance fund as aforesaid.

Section 86.—(When Assurance Fund Not Liable.)—The assurance fund shall not, under any circumstances, be liable for any loss, damage, or deprivation occasioned by a breach of trust, whether express, implied, or constructive, on the part of the registered owner of any estate or interest in land.

Section 87.—(How Judgments Shall be Satisfied Out of Assurance Fund.)—If at any time the assurance fund be insufficient to satisfy any judgment certified against it as aforesaid, the unpaid amount shall bear interest and be paid in its order out of any moneys thereafter coming into said fund.

PART XI.

FEES FOR REGISTRATION.

Section 88.—(Fees of Registrar and Other Officers of the Court.)—The fees payable under this Act shall be as follows:

(a) To registrars: For docketing, indexing, and filing any original petition and exhibits therewith and publishing and mailing the notices thereof, the postage required and $3.

For docketing, indexing, and filing any other paper, 50 cents.

For the entry of the original certificate of title and issuing one duplicate certificate and recording and indexing memorandum, $3.

For each additional duplicate, 50 cents.

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For the registration of any writing, instrument, or record, or any memorial, including every act necessary therefor, $1.

(b) To examiners of titles: For examining title and making report to the court, one-tenth of one per centum of the value of the land, and postage and $10.

(c) To sheriffs: For ascertaining and reporting to court the names and addresses of the persons actually occupying the premises described in any petition, $1.

(d) For any service of the registrars, or of any sheriff or surveyor not specially provided for herein, such fee as may be allowed by law for like services in other cases.

PART XII

APPLICATION OF ACT.

Section 89.—(Referendum.)—This Act shall not apply to land in any city or county, except the —— until it shall be so determined by the votes of a majority of those voting for or against the adoption thereof at any general or special election to be held in such city or county, after notices thereof shall have been duly posted for at least thirty days at each voting precinct in such city or county by order of the judge of the —— court of such city or county upon the petition of one hundred freeholders residing in such city or fifty freeholders residing in such county, the question to be submitted by ballots upon which the words "For land registration" and "Against land registration" shall be printed, and one or the other of said expressions being stricken out as the voter may favor or oppose the Act.

Section 90. This Act shall be so interpreted and construed as to effectuate its general purpose to make uniform the law of those states which enact it.

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UNIFORM LIMITED PARTNERSHIP ACT

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UNIFORM LIMITED PARTNERSHIP ACT

In pursuance of a resolution adopted at the Milwaukee Conference in 1912, the Committee on Commercial Law directed its attention to the preparation of the first draft of a Limited Partnership Act. This draft was submitted to the Conference held at Salt Lake City, Utah, in August, 1915, and it was recommitted to the committee for re-drafting in the light of the discussion had, with directions to the committee to report a new draft the following year.

At the conference in Chicago in August, 1916, the new draft was approved and recommended to the various legislatures for enactment into law.

The following states have adopted the Limited Partnership Act: Alaska, 1917; Illinois, 1917; Maryland, 1918; Pennsylvania, 1917; Tennessee, 1919, Virginia, 1918.

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	Session Laws of Alaska. 1917.	Laws of Illinois. 1917.	Laws of Md. 1918.	Laws of Penn. 1917.	Laws of Tenn. 1919.	Acts of Assembly. 1918.
Uniform Act Sec. No.	1917 Alaska.	1917 Illinois.	1918 Md.	1917 Pa.	1919 Tenn.	1918 Va.
1	1	1	1	1	1	1
2	2	2	2	2	2	2
3	3	3	3	3	3	3
4	4	4	4	4	4	4
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24	24	24	22B	24	24	24
25	25	25	22C	25	25	25
26	26	26	22D	26	26	26
27	27	27	22E	27	27	27
28	28	28	22F	28	28	28
29	29	29	22G	29	29	29
30	30	30	22H	30	30	30
31	31	31	....	31	31	31

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UNIFORM LIMITED PARTNERSHIP ACT

SECTION 1. Limited Partnership Defined.
2. Formation.
3. Business Which May be Carried On.
4. Character of Limited Partner's Contribution.
5. Name Not to Contain Surname of Limited Partner. Exceptions.
6. Liability for False Statements in Certificate.
7. Limited Partner Not Liable to Creditors.
8. Admission of Additional Limited Partners.
9. Rights, Powers and Liabilities of a General Partner.
10. Rights of a Limited Partner.
11. Status of Person Erroneously Believing Himself a Limited Partner.
12. One Person Both General and Limited Partner.
13. Loans and Other Business Transactions With Limited Partner.
14. Relation of Limited Partners Inter Se.
15. Compensation of Limited Partner.
16. Withdrawal or reduction of Limited Partner's Contribution.
17. Liability of Limited Partner to Partnership.
18. Nature of Limited Partner's Interest in Partnership.
19. Assignment of Limited Partner's Interest.
20. Effect of Retirement, Death or Insanity of a General Partner.
21. Death of Limited Partner.
22. Rights of Creditors of Limited Partner.
23. Distribution of Assets.
24. When Certificate Shall be Cancelled or Amended.
25. Requirements for Amendment and for Cancellation of Certificate.
26. Parties to Actions.
27. Name of Act.
28. Rules of Construction.
29. Rules for Cases Not Provided for in This Act.
30. Provisions for Existing Limited Partnerships.
31. Act (Acts) Repealed.

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UNIFORM LIMITED PARTNERSHIP ACT

Section 1.—(Limited Partnership Defined.)—A limited partnership is a partnership formed by two or more persons under the provisions of Section 2, having as members one or more general partners and one or more limited partners. The limited partners as such shall not be bound by the obligations of the partnership.

Section 2.—(Formation.)—(1) Two or more persons desiring to form a limited partnership shall

(a) Sign and swear to a certificate, which shall state

I. The name of the partnership,

II. The character of the business,

III. The location of the principal place of business,

IV. The name and place of residence of each member; general and limited partners being respectively designated,

V. The term for which the partnership is to exist,

VI. The amount of cash and a description of and the agreed value of the other property contributed by each limited partner,

VII. The additional contributions, if any, agreed to be made by each limited partner and the times at which or events on the happening of which they shall be made,

VIII. The time, if agreed upon, when the contribution of each limited partner is to be returned,

IX. The share of the profits or the other compensation by way of income which each limited partner shall receive by reason of his contribution,

X. The right, if given, of a limited partner to substitute an assignee as contributor in his place, and the terms and conditions of the substitution,

XI. The right, if given, of the partners to admit additional limited partners,

XII. The right, if given, of one or more of the limited partners, to priority over other limited partners, as to contributions or as to compensation by way of income, and the nature of such priority,

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XIII. The right, if given, of the remaining general partner or partners to continue the business on the death, retirement or insanity of a general partner, and

XIV. The right, if given, of a limited partner to demand and receive property other than cash in return for his contribution.

(b) File for record the certificate in the office of (here designate the proper office.)

(2) A limited partnership is formed if there has been substantial compliance in good faith with the requirements of paragraph (1).

Section 3.—(Business Which May Be Carried on.)—A limited partnership may carry on any business which a partnership without limited partners may carry on, except (here designate the business to be prohibited).

Section 4.—(Character of Limited Partner's Contribution.) —The contribution of a limited partner may be cash or other property, but not services.

Section 5.—(A Name Not to Contain Surname of Limited Partner; Exceptions.)—(1) The surname of a limited partner shall not appear in the partnership name, unless

(a) It is also the surname of a general partner, or

(b) Prior to the time when the limited partner became such the business had been carried on under a name in which his surname appeared.

(2) A limited partner whose name appears in a partnership name contrary to the provisions of paragraph (1) is liable as a general partner to partnership creditors who extend credit to the partnership without actual knowledge that he is not a general partner.

Section 6.—(Liability for False Statements in Certificate.) —If the certificate contains a false statement, one who suffers loss by reliance on such statement may hold liable any party to the certificate who knew the statement to be false.

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(a) At the time he signed the certificate; or

(b) Subsequently, but within a sufficient time before the statement was relied upon to enable him to cancel or amend the certificate, or to file a petition for its cancellation or amendment as provided in Section 25 (3).

Section 7.—(Limited Partner not Liable to Creditors.)—A limited partner shall not become liable as a general partner unless, in addition to the exercise of his rights and powers as a limited partner, he takes part in the control of the business.

Section 8.—(Admission of Additional Limited Partners.)—After the formation of a limited partnership, additional limited partners may be admitted upon filing an amendment to the original certificate in accordance with the requirements of Section 25.

Section 9.—(Rights, Powers and Liabilities of a General Partner.—(1) A general partner shall have all the rights and powers and be subject to all the restrictions and liabilities of a partner in a partnership without limited partners, except that without the written consent or ratification of the specific act by all the limited partners, a general partner or all of the general partners have no authority to

(a) Do any act in contravention of the certificate,

(b) Do any act which would make it impossible to carry on the ordinary business of the partnership,

(c) Confess a judgment against the partnership,

(d) Possess partnership property, or assign their rights in specific partnership property, for other than a partnership purpose,

(e) Admit a person as a general partner,

(f) Admit a person as a limited partner, unless the right so to do is given in the certificate,

(g) Continue the business with partnership property on the death, retirement or insanity of a general partner, unless the right so to do is given in the certificate.

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Section 10.—(Rights of a Limited Partner.)—(1) A limited partner shall have the same rights as a general partner to

(a) Have the partnership books kept at the principal place of business of the partnership, and at all times to inspect and copy any of them,

(b) Have on demand true and full information of all things affecting the partnership, and a formal account of partnership affairs whenever circumstances render it just and reasonable, and

(c) Have dissolution and winding up by decree of court.

(2) A limited partner shall have the right to receive a share of the profits or other compensation by way of income, and to the return of his contribution as provided in Sections 15 and 16.

Section 11.—(Status of Person Erroneously Believing Himself a Limited Partner.)—A person who has contributed to the capital of a business conducted by a person or partnership erroneously believing that he has become a limited partner in a limited partnership, is not, by reason of his exercise of the rights of a limited partner, a general partner with the person or in the partnership carrying on the business or bound by the obligations of such person or partnership; provided that on ascertaining the mistake he promptly renounces his interest in the profits of the business or other compensation by way of income.

Section 12.—(One Person Both General and Limited Partner.)—(1) A person may be a general partner and a limited partner in the same partnership at the same time.

(2) A person who is a general, and also at the same time a limited partner, shall have all the rights and powers and be subject to all the restrictions of a general partner; except that, in respect to his contribution, he shall have the rights against the other members which he would have had if he were not also a general partner.

Section 13.—(Loans and Other Business Transactions With Limited Partner.)—(1) A limited partner also may loan

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money to and transact other business with the partnership, and, unless he is also a general partner, receive on account of resulting claims against the partnership, with general creditors, a *pro rata* share of the assets. No limited partner shall in respect to any such claim

(a) Receive or hold as collateral security any partnership property, or

(b) Receive from a general partner or the partnership any payment, conveyance, or release from liability, if at the time the assets of the partnership are not sufficient to discharge partnership liabilities to persons not claiming as general or limited partners.

(2) The receiving of collateral security, or a payment, conveyance, or release in violation of the provisions of paragraph (1) is a fraud on the creditors of the partnership.

Section 14.—(Relation of Limited Partners *Inter Se.*)—Where there are several limited partners the members may agree that one or more of the limited partners shall have a priority over other limited partners as to the return of their contributions, as to their compensation by way of income, or as to any other matter. If such an agreement is made it shall be stated in the certificate, and in the absence of such a statement all the limited partners shall stand upon equal footing.

Section 15.—(Compensation of Limited Partner.)—A limited partner may receive from the partnership the share of the profits or the compensation by way of income stipulated for in the certificate; provided, that after such payment is made, whether from the property of the partnership or that of a general partner, the parnership assets are in excess of all liabilities of the partnership except liabilities to limited partners on account of their contributions and to general partners.

Section 16.—(Withdrawal or Reduction of Limited Partner's Contribution.)—(1) A limited partner shall not receive from a general partner or out of partnership property any part of his contribution until

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(a) All liabilities of the partnership, except liabilities to general partners and to limited partners on account of their contributions, have been paid or there remains property of the partnership sufficient to pay them,

(b) The consent of all members is had, unless the return of the contribution may be rightfully demanded under the provisions of paragraph (2), and

(c) The certificate is cancelled or so amended as to set forth the withdrawal or reduction.

(2) Subject to the provisions of paragraph (1) a limited partner may rightfully demand the return of his contribution

(a) On the dissolution of a partnership, or

(b) When the date specified in the certificate for its return has arrived, or

(c) After he has given six months' notice in writing to all other members, if no time is specified in the certificate either for the return of the contribution or for the dissolution of the partnership.

(3) In the absence of any statement in the certificate to the contrary or the consent of all members, a limited partner, irrespective of the nature of his contribution, has only the right to demand and receive cash in return for his contribution.

(4) A limited partner may have the partnership dissolved and its affairs wound up when

(a) He rightfully but unsuccessfully demands the return of his contribution, or

(b) The other liabilities of the partnership have not been paid, or the partnership property is insufficient for their payment as required by paragraph (1a) and the limited partner would otherwise be entitled to the return of his contribution.

Section 17.—(Liability of Limited Partner to Partnership.)—(1) A limited partner is liable to the partnership.

(a) For the difference between his contribution as actually made and that stated in the certificate as having been made, and

(b) For any unpaid contribution which he agreed in the certificate to make in the future at the time and on the conditions stated in the certificate.

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(2) A limited partner holds as trustee for the partnership

(a) Specific property stated in the certificate as contributed by him, but which was not contributed or which has been wrongfully returned, and

(b) Money or other property wrongfully paid or conveyed to him on account of his contribution.

(3) The liabilities of a limited partner as set forth in this section can be waived or compromised only by the consent of all members; but a waiver or compromise shall not affect the right of a creditor of a partnership, who extended credit or whose claim arose after the filing and before a cancellation or amendment of the certificate, to enforce such liabilities.

(4) When a contributor has rightfully received the return in whole or in part of the capital of his contribution, he is nevertheless liable to the partnership for any sum, not in excess of such return with interest, necessary to discharge its liabilities to all creditors who extended credit or whose claims arose before such return.

Section 18.—(Nature of Limited Partner's Interest in Partnership.)—A limited partner's interest in the partnership is personal property.

Section 19.—(Assignment of Limited Partner's Interest.)—(1) A limited partner's interest is assignable.

(2) A substituted limited partner is a person admitted to all the rights of a limited partner who has died or has assigned his interest in a partnership.

(3) An assignee, who does not become a substituted limited partner, has no right to require any information or account of the partnership transactions or to inspect the partnership books; he is only entitled to receive the share of the profits or other compensation by way of income, or the return of his contribution, to which his assignor would otherwise be entitled.

(4) An assignee shall have the right to become a substituted limited partner if all the members (except the assignor) con-

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sent thereto or if the assignor, being thereunto empowered by the certificate, gives the assignee that right.

(5) An assignee becomes a substituted limited partner when the certificate is appropriately amended in accordance with Section 25.

(6) The substituted limited partner has all the rights and powers, and is subject to all the restrictions and liabilities of his assignor, except those liabilities of which he was ignorant at the time he became a limited partner and which could not be ascertained from the certificate.

(7) The substitution of the assignee as a limited partner does not release the assignor from liability to the partnership under Sections 6 and 17.

Section 20.—(Effect of Retirement, Death or Insanity of a General Partner.)—The retirement, death or insanity of a general partner dissolves the partnership, unless the business is continued by the remaining general partners

(a) Under a right so to do stated in the certificate, or

(b) With the consent of all members.

Section 21.—(Death of Limited Partner.)—(1) On the death of a limited partner his executor or administrator shall have all the rights of a limited partner for the purpose of settling his estate, and such power as the deceased had to constitute his assignee a substituted limited partner.

(2) The estate of a deceased limited partner shall be liable for all his liabilities as a limited partner.

Section 22.—(Rights of Creditors of Limited Partner.)—(1) On due application to a court of competent jurisdiction by any judgment creditor of a limited partner, the court may charge the interest of the indebted limited partner with payment of the unsatisfied amount of the judgment debt; and may appoint a receiver, and make all other orders, directions, and inquiries which the circumstances of the case may require.

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(2) The interest may be redeemed with the separate property of any general partner, but may not be redeemed with partnership property.

(3) The remedies conferred by paragraph (1) shall not be deemed exclusive of others which may exist.

(4) Nothing in this Act shall be held to deprive a limited partner of his statutory exemption.

Section 23.—(Distribution of Assets.)—(1) In settling accounts after dissolution the liabilities of the partnership shall be entitled to payment in the following order:

(a) Those to creditors, in the order of priority as provided by law, except those to limited partners on account of their contributions, and to general partners,

(b) Those to limited partners in respect to their share of the profits and other compensation by way of income on their contributions,

(c) Those to limited partners in respect to the capital of their contributions,

(d) Those to general partners other than for capital and profits,

(e) Those to general partners in respect to profits,

(f) Those to general partners in respect to capital.

(2) Subject to any statement in the certificate or to subsequent agreement, limited partners share in the partnership assets in respect to their claims for capital and in respect to their claims for profits or for compensation by way of income on their contributions respectively, in proportion to the respective amounts of such claims.

Section 24.—(When Certificate Shall be Cancelled or Amended.)—(1) The certificate shall be cancelled when the partnership is dissolved or all limited partners cease to be such.

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(2) A certificate shall be amended when

(a) There is a change in the name of the partnership or in the amount or character of the contribution of any limited partner,

(b) A person is substituted as a limited partner,

(c) An additional limited partner is admitted,

(d) A person is admitted as a general partner,

(e) A general partner retires, dies, or becomes insane, and the business is continued under Section 20.

(f) There is a change in the character of the business of the partnership,

(g) There is a false or erroneous statement in the certificate,

(h) There is a change in the time as stated in the certificate for the dissolution of the partnership or for the return of a contribution,

(i) A time is fixed for the dissolution of the partnership, or the return of a contribution, no time having been specified in the certificate, or

(j) The members desire to make a change in any other statement in the certificate in order that it shall accurately represent the agreement between them.

Section 25.—(Requirements for Amendment and for Cancellation of Certificate.)—(1) The writing to amend a certificate shall

(a) Conform to the requirements of Section 2 (1a) as far as necessary to set forth clearly the change in the certificate which it is desired to make, and

(b) Be signed and sworn to by all members, and an amendment substituting a limited partner or adding a limited or general partner shall be signed also by the member to be substituted or added, and when a limited partner is to be substituted, the amendment shall also be signed by the assigning limited partner.

(2) The writing to cancel a certificate shall be signed by all members.

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(3) A person desiring the cancellation or amendment of a certificate, if any person designated in paragraphs (1) and (2) as a person who must execute the writing refuses to do so, may petition the (here designate the proper court) to direct a cancellation or amendment thereof.

(4) If the court finds that the petitioner has a right to have the writing executed by a person who refuses to do so, it shall order the (here designate the responsible official in the office designated in Section 2) in the office where the certificate is recorded to record the cancellation or amendment of the certificate; and where the certificate is to be amended, the court shall also cause to be filed for record in said office a certified copy of its decree setting forth the amendment.

(5) A certificate is amended or cancelled when there is filed for record in the office (here designate the office designated in Section 2) where the certificate is recorded

(a) A writing in accordance with the provisions of paragraph (1), or (2) or

(b) A certified copy of the order of court in accordance with the provisions of paragraph (4).

(6) After the certificate is duly amended in accordance with this section, the amended certificate shall thereafter be for all purposes the certificate provided for by this Act.

Section 26.—(Parties to Actions.)—A contributor, unless he is a general partner, is not a proper party to proceedings by or against a partnership, except where the object is to enforce a limited partner's right against or liability to the partnership.

Section 27.—(Name of Act.)—This Act may be cited as the Uniform Limited Partnership Act.

Section 28.—(Rules of Construction.)—(1) The rule that statutes in derogation of the common law are to be strictly construed shall have no application to this Act.

(2) This Act shall be so interpreted and construed as to effect its general purpose to make uniform the law of those states which enact it.

(3) This Act shall not be so construed as to impair the

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obligations of any contract existing when the Act goes into effect, nor to affect any action or proceedings begun or right accrued before this Act takes effect.

Section 29.—(Rules for Cases not Provided for in this Act.)—In any case not provided for in this Act the rules of law and equity, including the law merchant, shall govern.

Section 30.—(Provisions for Existing Limited Partnerships.)—(1) A limited partnership formed under any statute of this state prior to the adoption of this Act, may become a limited partnership under this Act by complying with the provisions of Section 2; provided the certificate sets forth

(a) The amount of the original contribution of each limited partner, and the time when the contribution was made, and

(b) That the property of the partnership exceeds the amount sufficient to discharge its liabilities to persons not claiming as general or limited partners by an amount greater than the sum of the contributions of its limited partners.

(2) A limited partnership formed under any statute of this state prior to the adoption of this Act, until or unless it becomes a limited partnership under this Act, shall continue to be governed by the provisions of (here insert proper reference to the existing limited partnership Act or Acts), except that such partnership shall not be renewed unless so provided in the original agreement.

Section 31.—[Act (Acts) Repealed.]—Except as affecting existing limited partnerships to the extent set forth in Section 30, the Act (Acts) of (here designate the existing limited partnership Act or Acts) is (are) hereby repealed.

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UNIFORM ACT FOR THE EXTRADITION OF PERSONS OF UNSOUND MIND.

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UNIFORM EXTRADITION ACT

Under a resolution adopted by the Conference October 14, 1914, a Special Committee on a Uniform Law for the Extradition of Lunatics was appointed, to consider the question of providing by Uniform State Statute for the return upon gubernational requisition of lunatics who may flee or have been removed from the state of their residence. The Committee submitted an Act at the Conference held in Salt Lake City, Utah, August 10-16, 1915. This Act was re-committed for further consideration. At the Seventy-sixth Annual Meeting of the Conference, held in Chicago, Ill., August 23-29, 1916, the present Act was submitted. This Act was adopted, approved and recommended to the various legislations for enactment into law.

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	Laws of Ill. 1917, p 345.	Acts 1918, Act 221, p 402.	Laws of Md. 1918, ch. 150, p 310.	Mass. Stat. 1909, ch. 504, p .707.	Laws of Nev. 1917. ch. 133, p. 232.	5 Ann Code of Tenn. 1918.
Uniform Act Sec. No.	1917 Ill.	1918 La.	1918 Md.	1909 Mass.	1917 Nev.	1917 Tenn.
1	1	1	21	(§§ 86–90)	1	5499a1
2	2	2	22	(Adopted Modified)	2	5499a2, 5499a3, 5499a4
3	3	3	24		3	5499a5
4	4	4	23		4	5499a6, 5499a7, 5499a8, 5499a9, 5499a10
5	5	5	25		5	5499a11
6	6	6	26		6	5499a12
7	7	7	..		7	.....

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UNIFORM EXTRADITION ACT

SECTION 1. Name of the Act.
2. Definition of Terms.
3. Persons Subject to the Act.
4. Procedure.
5. Limitation.
6. Interpretation.
7. Repeal.

Section 1.—(Name of the Act.)—This Act may be cited as the Uniform Act for Extradition of Persons of Unsound Mind.

Section 2.—(Definition of Terms.)—The terms "flight" and "fled" as used in this Act, shall be construed to mean any voluntary or involuntary departure from the jurisdiction of the court where the proceedings hereinafter mentioned may have been instituted and are still pending, with the effect of avoiding, impeding or delaying the action of the court in which such proceedings may have been instituted or be pending, or any such departure from the state where the person demanded then was, if he then was under detention by law as a person of unsound mind and subject to detention. The word "state" wherever used in this Act shall include states, territories, districts and insular and other possessions of the United States. As applied to a request to return any person within the purview of this Act to or from the District of Columbia, the words "executive authority," "Governor" and "Chief Magistrate" respectively shall include a justice of the Supreme Court of the District of Columbia and other authority.

Section 3.—(Persons Subject to the Act.)—A person alleged to be of unsound mind found in this state, who has fled from another state, in which at the time of his flight:

(a) He was under detention by law in a hospital, asylum or other institution for the insane as a person of unsound mind; or

(b) He had been theretofore determined by legal proceedings to be of unsound mind, the finding being unreversed and

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in full force and effect, and the control of his person having been acquired by a court of competent jurisdiction of the state from which he fled; or

(c) He was subject to detention in such state, being then his legal domicile (personal service of process having been made) based on legal proceedings there pending to have him declared of unsound mind:

Shall, on demand of the executive authority of the state from which he fled, be delivered up to be removed thereto.

Section 4.—(Procedure.)—Whenever the executive authority of any state demands of the executive authority of this state, any fugitive within the purview of Section 3 and produces a copy of the commitment, decree or other judicial process and proceedings, certified as authentic by the Governor or Chief Magistrate of the state whence the person so charged has fled, with an affidavit made before a proper officer showing the person to be such a fugitive, it shall be the duty of the executive authority of this state to cause him to be apprehended and secured, if found in this state, and to cause immediate notice of the apprehension to be given to the executive authority making such demand, or to the agent of such authority appointed to receive the fugitive, and to cause the fugitive to be delivered to such agent when he shall appear. If no such agent appears within thirty days from the time of the apprehension, the fugitive may be discharged. All costs and expenses incurred in the apprehending, securing, maintaining and transmitting such fugitive to the state making such demand, shall be paid by such state. Any agent so appointed who receives the fugitive into his custody shall be empowered to transmit him to the state from which he has fled. The executive authority of this state is hereby vested with the power, on the application of any person interested, to demand the return to this state of any fugitive within the purview of this Act.

Section 5.—(Limitation.)—Any proceedings under this Act shall be begun within one year after the flight referred to in this Act.

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Section 6.—(Interpretation.)—This Act shall be so interpreted and construed as to effectuate its general purpose to make uniform the law of those states which enact it.

Section 7.—(Repeal.)—All acts or parts of acts inconsistent with this Act are hereby repealed.

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UNIFORM FLAG ACT

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UNIFORM FLAG ACT

In 1915 the Committee on Uniform Flag Law reported to the Conference in Salt Lake City, a Uniform Act which was approved by that Conference. At the conference in Chicago in 1916, the Committee on the Uniform Flag Law submitted a draft of a Uniform Flag Law which had been rewritten since the previous conference, and it recommended the draft as a substitute for the one approved at the meeting in Salt Lake City in August, 1915.

At the National Conference in Saratoga Springs, New York, in August and September, 1917, the Committee on the Uniform Flag Law submitted a draft of a Uniform Flag Law which was a revision of the one of 1916 and which it recommended to the Conference as a substitute for the act approved at the meeting in Salt Lake City in 1915.

The Conference finally approved and adopted a Uniform Flag Law as printed in this volume and recommended the same to the legislatures of the various states and territories for enactment.

The act has been adopted in the states of Louisiana and Maryland in 1918.

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	Acts 1918, Act 220, p 401.	Laws of Md. 1918, ch. 281, p 676.
Uniform Act Sec No.	1918 Louisiana.	1918 Maryland.
1	1	74
2	2	74A
3	3	74B
4	4	74C
5	5	74D
6	6	....
7	7	74E
8	8	74F
9	9	....

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UNIFORM FLAG ACT

Section 1.—(Definition.)—The words flag, standard, color, ensign or shield, as used in this Act, shall include any flag, standard, color, ensign or shield, or copy, picture or representation thereof, made of any substance or represented or produced thereon, and of any size, evidently purporting to be such flag, standard, color, ensign or shield of the United States or of this state, or a copy, picture or representation thereof.

Section 2.—(Desecration.)—No person shall, in any manner, for exhibition or display:

(a) Place or cause to be placed any word, figure, mark picture, design, drawing or advertisement of any nature upon any flag, standard, color, ensign or shield of the United States or of this state, or authorized by any law of the United States or of this state; or

(b) Expose to public view any such flag, standard, color, ensign or shield upon which shall have been printed, painted or otherwise produced, or to which shall have been attached, appended, affixed or annexed any such word, figure, mark, picture, design, drawing or advertisement; or

(c) Expose to public view for sale, manufacture, or otherwise, or to sell, give or have in possession for sale, for gift or for use for any purpose, any substance, being an article of merchandise, or receptacle, or thing for holding or carrying merchandise, upon or to which shall have been produced or attached any such flag, standard, color, ensign or shield, in order to advertise, call attention to, decorate, mark or distinguish such article or substance.

Section 3.—(Mutilation.)—No person shall publicly mutilate deface, defile, defy, trample upon, or by word or act cast contempt upon any such flag, standard, color, ensign or shield.

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Section 4.—(Exceptions.)—This statute shall not apply to any act permitted by the statutes of the United States (or of this state), or by the United States Army and Navy regulations, nor shall it apply to any printed or written document or production, stationery, ornament, p' ture or jewelry whereon shall be depicted said flag, standard, color, ensign or shield with no design or words thereon and disconnected with any advertisement.

Section 5.—(Penalty.)—Any violation of Section 2 of this Act shall be a misdemeanor and punishable by a fine of not more than ..... dollars. Any violation of Section 3 of this Act shall be punishable by a fine of not more than ..... dollars, or by imprisonment for not more than ..... days, or by both fine and imprisonment, in the discretion of the Court.

Section 6.—(Inconsistent Acts Repealed.)—All laws and parts of laws in conflict herewith are hereby repealed.

Section 7.—(Interpretation.)—This Act shall be so construed as to effectuate its general purpose and to make uniform the laws of the states which enact it.

Section 8.—(Name of Act.)—This Act may be cited as the Uniform Flag Law.

Sec. 9.—(Time of Taking Effect.)—This Act shall take effect ..... days after .....

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UNIFORM CONDITIONAL SALES ACT

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UNIFORM CONDITIONAL SALES ACT

At the National Conference of Commissioners on Uniform State Laws at Salt Lake City, Utah, in August, 1915, a resolution was adopted that the subject of Conditional Sales Contracts be referred to the Committee on Commercial Law for consideration with directions to draft a Uniform Act on that subject, if in its judgment it should deem that wise, and to employ such expert assistance as it might deem proper.

In accordance with this resolution the Committee retained the services of Prof. Bogert of Cornell University who prepared a tentative draft of the act which was submitted to the Conference held at Chicago in August, 1916, and after being debated section by section, was then recommitted to the Committee on Commercial Law.

The second tentative draft, revised by Prof. Bogert, was submitted to the Conference at Saratoga Springs, New York, in 1917, and was considered by the Conference sitting as a committee of the whole. The Conference recommended that the act be again recommitted to the Committee on Commercial Law for consideration in the light of the discussion and suggestions, and that it be reported to the 1918 Conference.

At the conference in Cleveland, Ohio, in August, 1918, a resolution was adopted approving the third tentative draft of the Uniform Conditional Sales Act and recommending the same to the various legislatures for enactment.

The act has been adopted in New Jersey in 1919.

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	Laws of New Jersey. 1919. ch. 211, p. 471.	Laws of South Dakota. 1919. ch. 137, p. 123.
Uniform Act Section No.	1919 New Jersey.	1919 South Dakota.
1	1	1
2	2	2
3	3	3
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UNIFORM CONDITIONAL SALES ACT

SECTION 1. Definition of Terms.
2. Primary Rights of Buyer.
3. Primary Rights of Seller.
4. Conditional Sales Valid Except as Otherwise Provided.
5. Conditional Sales Void as to Certain Persons.
6. Place of Filing.
7. Fixtures.
8. Railroad Equipment or Rolling Stock.
9. Conditional Sale of Goods for Resale.
10. Filing.
11. Refiling.
12. Cancellation of Contract.
13. Prohibition of Removal or Sale Without Notice.
14. Refiling on Removal.
15. Fraudulent Injury, Concealment, Removal or Sale.
16. Retaking Possession.
17. Notice of Intention to Retake.
18. Redemption.
19. Compulsory Resale by Seller.
20 Resale at Option of Parties.
21. Proceeds of Resale.
22. Deficiency on Resale.
23. Rights of Parties When There is no Resale.
24. Election of Remedies.
25. Recovery of Part Payments.
26. Waiver of Statutory Protection.
27. Loss and Increase.
28. Act Prospective Only.
29. Rules for Cases Not Provided for.
30. Uniformity of Interpretation.
31. Short Title.
32. Inconsistent Laws Repealed.
33. Time of Taking Effect.

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UNIFORM CONDITIONAL SALES ACT

AN ACT.

Section 1.—(Definition of Terms.)—In this Act "Conditional sale" means (1) any contract for the sale of goods under which possession is delivered to the buyer and the property in the goods is to vest in the buyer at a subsequent time upon the payment of part or all of the price, or upon the performance of any other condition or the happening of any contingency; or (2) any contract for the bailment or leasing of goods by which the bailee or lessee contracts to pay as compensation a sum substantially equivalent to the value of the goods, and by which it is agreed that the bailee or lessee is bound to become, or has the option of becoming the owner of such goods upon full compliance with the terms of the contract.

"Buyer" means the person who buys or hires the goods covered by the conditional sale, or any legal successor in interest of such person.

"Filing district" means the subdivision of the state in which conditional sale contracts, or copies thereof, are required by this Act to be filed.

"Goods" means all chattels personal other than things in action and money, and includes emblements, industrial growing crops, and things attached to or forming a part of land which are agreed to be severed before sale or under the conditional sale.

"Performance of the condition" means the occurrence of the event upon which the property in the goods is to vest in the buyer, whether such event is the performance of an act by the buyer or the happening of a contingency.

"Person" includes an individual, partnership, corporation, and any other association.

"Purchase" includes mortgage and pledge.

"Purchaser" include mortgagee and pledgee.

"Seller" means the person who sells or leases the goods covered by the conditional sale, or any legal successor in interest of such person.

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Section 2.—(Primary Rights of Buyer.)—The buyer shall have the right when not in default to retain possession of the goods, and he shall also have the right to acquire the property in the goods on the performance of the conditions of the contract. The seller shall be liable to the buyer for the breach of all promises and warranties, express or implied, made in the conditional sale contract, whether or not the property in the goods has passed to the buyer.

Section 3.—(Primary Rights of Seller.)—The buyer shall be liable to the seller for the purchase price, or for installments thereof, as the same shall become due, and for breach of all promises made by him in the conditional sale contract, whether or not the property in the goods has passed to the buyer.

Section 4.—(Conditional Sales Valid Except as Otherwise Provided.)—Every provision in a conditional sale reserving property in the seller after possession of the goods is delivered to the buyer, shall be valid as to all persons, except as hereinafter otherwise provided.

Section 5.—(Conditional Sales Void as to Certain Persons.)—Every provision in a conditional sale reserving property in the seller, shall be void as to any purchaser from or creditor of the buyer, who, without notice of such provision, purchases the goods or acquires by attachment or levy a lien upon them, before the contract or a copy thereof shall be filed as hereinafter provided, unless such contract or copy is so filed within ten days after the making of the conditional sale.

Section 6.—(Place of Filing.)—The conditional sale contract or copy shall be filed in the office —— in (the city), (county), (registration district) in which the goods are first kept for use by the buyer after the sale. It shall not be necessary to the validity of such conditional sale contract, or in order to entitle it to be filed, that it be acknowledged or attested. This section shall not apply to the contracts described in Section 8.

Section 7.—(Fixtures.)—If the goods are so affixed to realty, at the time of a conditional sale or subsequently as to become a part thereof and not to be severable wholly or in any

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portion without material injury to the freehold, the reservation of property as to any portion not so severable shall be void after the goods are so affixed, as against any person who has not expressly assented to the reservation. If the goods are so affixed to realty at the time of a conditional sale or subsequently as to become part thereof but to be severable without material injury to the freehold, the reservation of property shall be void after the goods are so affixed as against subsequent purchasers of the realty for value and without notice of the conditional seller's title, unless the conditional sale contract, or a copy thereof, together with a statement signed by the seller briefly describing the realty and stating that the goods are or are to be affixed thereto, shall be filed before such purchase in the office where a deed of the realty would be recorded or registered to affect such realty. As against the owner of realty the reservation of the property in goods by a conditional seller shall be void when such goods are to be so affixed to the realty as to become part thereof but to be severable without material injury to the freehold, unless the conditional sale contract, or a copy thereof, together with a statement signed by the seller briefly describing the realty and stating that the goods are to be affixed thereto, shall be filed before they are affixed, in the office where a deed would be recorded or registered to affect such realty.

Section 8.—(Railroad Equipment or Rolling Stock.)—No conditional sale of railroad, or street or interurban railway equipment or rolling stock shall be valid as against the purchasers and creditors described in Section 5, unless the contract shall be acknowledged by the buyer or attested in like manner as a deed of real property, and the contract, or a copy thereof, shall be filed or recorded in the office of ——; and unless when any engine or car so sold is delivered there shall then be plainly and conspicuously marked upon each side thereof the name of the seller, followed by the word "owner."

Section 9.—(Conditional Sale of Goods for Resale.)—When goods are delivered under a conditional sale contract and the seller expressly or impliedly consents that the buyer may resell them prior to performance of the condition, the reservation of

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property shall be void against purchasers from the buyer for value in the ordinary course of business, and as to them the buyer shall be deemed the owner of the goods, even though the contract or a copy thereof shall be filed according to the provisions of this Act.

Section 10.—(Filing.)—The filing officer shall mark upon the contract or copy filed with him the day and hour of filing and shall file the contract or copy in his office for public inspection. He shall keep a separate book in which he shall enter the names of the seller and buyer, the date of the contract, the day and hour of filing, a brief description of goods, the price named in the contract and the date of cancellation thereof; except that in entering the contracts mentioned in Section 8 the —— shall record either the sum remaining to be paid upon the contract or the price of the goods. Such book shall be indexed under the names of both seller and buyer. For filing and entering such contract or copy the filing officer shall be entitled to a fee of (ten cents), except that for filing and entering a contract described in Section 8 the —— shall be entitled to a fee of (one dollar).

Section 11.—(Refiling.)—The filing of conditional sale contracts provided for in Sections 5, 6 and 7 shall be valid for a period of three years only. The filing of the contract provided for by Section 8 shall be valid for a period of fifteen years only. The validity of the filing may in each case be extended for successive additional periods of one year from the date of refiling by filing in the proper filing district a copy of the original contract within thirty days next preceding the expiration of each period, with a statement attached signed by the seller, showing that the contract is in force and the amount remaining to be paid thereon. Such copy, with statement attached, shall be filed and entered in the same manner as a contract or copy filed and entered for the first time, and the filing officer shall be entitled to a like fee as upon the original filing.

Section 12.—(Cancellation of Contract.)—After the performance of the condition, upon written demand delivered personally or by registered mail by the buyer or any other person

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having an interest in the goods, the seller shall execute, acknowledge and deliver to the demandant a statement that the condition in the contract has been performed. If for ten days after such demand the seller fails to mail or deliver such a statement of satisfaction, he shall forfeit to the demandant five dollars ($5.00) and be liable for all damages suffered. Upon presentation of such statement of satisfaction the filing officer shall file the same and note the cancellation of the contract and the date thereof on the margin of the page where the contract has been entered. For filing and entering the statement of satisfaction the filing officer shall be entitled to a fee of (ten cents), except that the —— shall be entitled to a fee of (fifty cents) for filing and entering a statement of the satisfaction of a contract described in Section 8.

Section 13.—(Prohibition of Removal or Sale Without Notice.)—Unless the contract otherwise provides, the buyer may, without the consent of the seller, remove the goods from any filing district and sell, mortgage or otherwise dispose of his interest in them; but prior to the performance of the condition, no such buyer shall remove the goods from a filing district in which the contract or a copy thereof is filed, except for temporary uses for a period of not more than thirty days, unless the buyer not less than ten days before such removal shall give the seller personally or by registered mail written notice of the place to which the goods are to be removed and the approximate time of such intended removal; not prior to the performance of the condition shall the buyer sell, mortgage or otherwise dispose of his interest in the goods, unless he, or the person to whom he is about to sell, mortgage or otherwise dispose of the same, shall notify the seller in writing personally or by registered mail of the name and address of the person to whom his interest in the goods is about to be sold, mortgaged or otherwise transferred, not less than ten days before such sale, mortgage or other disposal. If any buyer does so remove the goods, or does so sell, mortgage or otherwise dispose of his interest in them without such notice or in violation of the contract, the seller may retake possession of the goods and deal with them as in case of default in payment of part or all of the purchase price. The provisions

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of this section regarding the removal of goods shall not apply, however, to the goods described in Section 8.

Section 14.—(Refiling on Removal.)—When, prior to the performance of the condition, the goods are removed by the buyer from a filing district in this state to another filing district in this state in which such contract or a copy thereof is not filed, or are removed from another state into a filing district in this state where such contract or copy is not filed, the reservation of the property in the seller shall be void, as to the purchasers and creditors described in Section 5, unless the conditional sale contract or a copy thereof shall be filed in the filing district to which the goods are removed, within ten days after the seller has received notice of the filing district to which the goods have been removed. The provisions of this section shall not apply, however, to the goods described in Section 8. The provisions of Section 11 regarding the duration of the validity of the filing and the necessity for refiling shall apply to contracts or copies which are filed in a filing district other than that where the goods are originally kept for use by the buyer after the sale.

Section 15.—(Fraudulent Injury, Concealment, Removal, or Sale.)—When, prior to the performance of the condition, the buyer maliciously or with intent to defraud, shall injure, destroy or conceal the goods, or remove them to a filing district where the contract or a copy thereof is not filed, without having given the notice required by Section 13, or shall sell, mortgage, or otherwise dispose of such goods under claim of full ownership, he shall be guilty of a crime and upon conviction thereof shall be imprisoned (in the county jail) for not more than (one year) or be fined not more than ($500) or both.

Section 16.—(Retaking Possession.)—When the buyer shall be in default in the payment of any sum due under the contract, or in the performance of any other condition which the contract requires him to perform in order to obtain the property in the goods, or in the performance of any promise, the breach of which is by the contract expressly made a ground for

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the retaking of the goods, the seller may retake possession thereof. Unless the goods can be retaken without breach of the peace, they shall be retaken by legal process; but nothing herein shall be construed to authorize a violation of the criminal law.

Section 17.—(Notice of Intention to Retake.)—Not more than forty nor less than twenty days prior to the retaking, the seller, if he so desires, may serve upon the buyer personally or by registered mail a notice of intention to retake the goods on account of the buyer's default. The notice shall state the default and the period at the end of which the goods will be retaken, and shall briefly and clearly state what the buyer's rights under this Act will be in case they are retaken. If the notice is so served and the buyer does not perform the obligations in which he has made default before the day set for retaking, the seller may retake the goods and hold them subject to the provisions of Sections 19, 20, 21, 22 and 23 regarding resale, but without any right of redemption.

Section 18.—(Redemption.)—If the seller does not give the notice of intention to retake described in Section 17, he shall retain the goods for ten days after the retaking within the state in which they were located when retaken, during which period the buyer, upon payment or tender of the amount due under the contract at the time of retaking and interest, or upon performance or tender of performance of such other condition as may be named in the contract as precedent to the passage of the property in the goods, or upon performance or tender of performance of any other promise for the breach of which the goods were retaken, and upon payment of the expenses of retaking, keeping and storage, may redeem the goods and become entitled to take possession of them and to continue in the performance of the contract as if no default had occurred. Upon written demand delivered personally or by registered mail by the buyer, the seller shall furnish to the buyer a written statement of the sum due under the contract and the expense of retaking, keeping and storage. For failure to furnish such statement within a reasonable time after demand, the seller shall for-

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feit to the buyer ($10) and also be liable to him for all damages suffered because of such failure. If the goods are perishable so that retention for ten days as herein prescribed would result in their destruction or substantial injury, the provisions of this section shall not apply, and the seller may resell the goods immediately upon their retaking. The provision of this section requiring the retention of the goods within the state during the period allowed for redemption shall not apply to the goods described in Section 8.

Section 19.—(Compulsory Resale by Seller.)—If the buyer does not redeem the goods within ten days after the seller has retaken possession, and the buyer has paid at least fifty per cent. of the purchase price at the time of the retaking, the seller shall sell them at public auction in the state where they were at the time of the retaking, such sale to be held not more than thirty days after the retaking. The seller shall give to the buyer not less than ten days' written notice of the sale, either personally or by registered mail, directed to the buyer at his last known place of business or residence. The seller shall also give notice of the sale by at least three notices posted in different public places within the filing district where the goods are to be sold, at least five days before the sale. If at the time of the retaking $500 or more has been paid on the purchase price, the seller shall also give notice of the sale at least five days before the sale by publication in a newspaper published or having a general circulation within the filing district where the goods are to be sold. The seller may bid for the goods at the resale. If the goods are of the kind described in Section 8, the parties may fix in the conditional sale contract the place where the goods shall be resold.

Section 20.—(Resale at Option of Parties.)—If the buyer has not paid at least fifty per cent. of the purchase price at the time of the retaking, the seller shall not be under a duty to resell the goods as prescribed in Section 19, unless the buyer serves upon the seller, within ten days after the retaking, a written notice demanding a resale, delivered personally or by registered

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mail. If such notice is served, the resale shall take place within thirty days after the service, in the manner, at the place and upon the notice prescribed in Section 19. The seller may voluntarily resell the goods for account of the buyer on compliance with the same requirements.

Section 21.—(Proceeds of Resale.)—The proceeds of the resale shall be applied (1) to the payment of the expenses thereof, (2) to the payment of the expenses of retaking, keeping and storing the goods, (3) to the satisfaction of the balance due under the contract. Any sum remaining after the satisfaction of such claims shall be paid to the buyer.

Section 22.—(Deficiency on Resale.)—If the proceeds of the resale are not sufficient to defray the expenses thereof, and also the expenses of retaking, keeping and storing the goods and the balance due upon the purchase price, the seller may recover the deficiency from the buyer, or from anyone who has succeeded to the obligations of the buyer.

Section 23.—(Rights of Parties Where There is no Resale.)—Where there is no resale, the seller may retain the goods as his own property without obligation to account to the buyer except as provided in Section 25, and the buyer shall be discharged of all obligation.

Section 24.—(Election of Remedies.)—After the retaking of possession as provided in Section 16 the buyer shall be liable for the price only after a resale and only to the extent provided in Section 22. Neither the bringing of an action by the seller for the recovery of the whole or any part of the price, nor the recovery of judgment in such action, nor the collection of a portion of the price, shall be deemed inconsistent with a later retaking of the goods as provided in Section 16. But such right of retaking shall not be exercised by the seller after he has collected the entire price, or after he has claimed a lien upon the goods, or attached them, or levied upon them as the goods of the buyer.

Section 25.—(Recovery of Part Payments.)—If the seller fails to comply with the provisions of Sections 18, 19, 20, 21

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and 23 after retaking the goods, the buyer may recover from the seller his actual damages, if any, and in no event less than one-fourth of the sum of all payments which have been made under the contract, with interest.

Section 26.—(Waiver of Statutory Protection.)—No act or agreement of the buyer before or at the time of the making of the contract, nor any agreement or statement by the buyer in such contract, shall constitute a valid waiver of the provisions of Section 18, 19, 20, 21 and 25.

Section 27.—(Loss and Increase.)—After the delivery of the goods to the buyer and prior to the retaking of them by the seller, the risk of injury and loss shall rest upon the buyer. The increase of the goods shall be subject to the same conditions as the original goods.

Section 28.—(Act Prospective Only.)—This Act shall not apply to conditional sales made prior to the time when it takes effect.

Section 29.—(Rules for Cases Not Provided for.)—In any case not provided for in this Act the rules of law and equity, including the law merchant, and in particular those relating to principal and agent and to the effect of fraud, misrepresentation, duress or coercion, mistake, bankruptcy, or other invalidating cause, shall continue to apply to conditional sales.

Section 30.—(Uniformity of Interpretation.)—This Act shall be so interpreted and construed as to effectuate its general purpose to make uniform the law of those states which enact it.

Section 31.—(Short Title.)—This Act may be cited as the Uniform Conditional Sales Act.

Section 32.—(Inconsistent Laws Repealed.)—Except so far as they are applicable to conditional sales made prior to the time when this Act takes effect, the following acts shall be and hereby are repealed. (Here repeal all existing acts in the field of conditional sales.)

Section 33.—(Time of Taking Effect.)—This Act shall take effect——

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UNIFORM FRAUDULENT CONVEYANCE ACT

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UNIFORM FRAUDULENT CONVEYANCE ACT

In pursuance of a resolution of the Committee on Commercial Law, adopted at the session of the Conference held at Salt Lake City, Utah, on August 14, 1915, that committee sumbitted to the Conference held at Chicago in August, 1916, a tentative draft of an act to make uniform The Law of Conveyances in Fraud of Creditors. The Conference considered the draft submitted section by section and at the conclusion of its consideration of the draft returned the same to the committee with directions to consider the same further and report a second tentative draft to the Conference at its next annual meeting. In accordance with this resolution, the committee, with the assistance of Dr. William Draper Lewis, draftsman, prepared a second tentative draft for submission to the Conference at Saratoga Springs, New York, in August, 1917. On August 31, 1917, the Conference again considered it section by section, and recommended that the act be recommitted to the Committee on Commercial Law for re-drafting and that it be presented for consideration at the 1918 meeting.

At the National Conference held at Cleveland, Ohio, in August, 1918, a resolution was adopted approving the third tentative draft of the act and recommending it to the legislatures of the different states and territories for enactment.

The act was adopted in Tennessee in 1919.

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	Laws 1919, ch. 125, p. 402.	Laws 1919, ch. 209, p. 203.
Uniform Act Section No.	1919 Tennessee.	1919 South Dakota.
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UNIFORM FRAUDULENT CONVEYANCE ACT

SECTION 1. Definition of Terms.
2. Insolvency.
3. Fair Consideration.
4. Conveyances by Insolvent.
5. Conveyances by Persons in Business.
6. Conveyances by Persons About to Incur Debts.
7. Conveyances Made With Intent to Defraud.
8. Conveyances of Partnership Property.
9. Rights of Creditors Whose Claims Have Matured.
10. Rights of Creditors Whose Claims Have Not Matured.
11. Cases Not Provided for in the Act.
12. Construction.
13. Name of Act.
14. Inconsistent Legislation Repealed.

Section 1.—(Definition of Terms.)—In this Act "Assets" of a debtor means property not exempt from liability for his debts. To the extent that any property is liable for any debts of the debtor, such property shall be included in his assets.

"Conveyance" includes every payment of money, assignment, release, transfer, lease, mortgage or pledge of tangible or intangible property, and also the creation of any lien or incumbrance.

"Creditor" is a person having any claim, whether matured or unmatured, liquidated or unliquidated, absolute, fixed or contingent.

"Debt" includes any legal liability, whether matured or unmatured, liquidated or unliquidated, absolute, fixed or contingent.

Section 2.—(Insolvency.)—(1) A person is insolvent when the present fair salable value of his assets is less than the amount that will be required to pay his probable liability on his existing debts as they become absolute and matured. (2) In determining whether a partnership is insolvent there shall be added to the partnership property the present fair salable value of the separate assets of each general partner in excess of the amount probably sufficient to meet the claims of his separate creditors,

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and also the amount of any unpaid subscription to the partnership of each limited partner, provided the present fair salable value of the asssets of such limited partner is probably sufficient to pay his debts, including such unpaid subscription.

Section 3.—(Fair Consideration.)—Fair consideration is given for property, or obligation,

(*a*) When in exchange for such property, or obligation as a fair equivalent therefor, and in good faith, property is conveyed or an antecedent debt is satisfied, or

(*b*) When such property, or obligation is received in good faith to secure a present advance or antecedent debt in amount not disproportionately small as compared with the value of the property, or obligation obtained.

Section 4.—(Conveyances by Insolvent.)—Every conveyance made and every obligation incurred by a person who is or will be thereby rendered insolvent is fraudulent as to creditors without regard to his actual intent if the conveyance is made or the obligation is incurred without a fair consideration.

Section 5.—(Conveyances by Persons in Business.)—Every conveyance made without fair consideration when the person making it is engaged or is about to engage in a business or transaction for which the property remaining in his hands after the conveyance is an unreasonably small capital, is fraudulent as to creditors and as to other persons who become creditors during the continuance of such business or transaction without regard to his actual intent.

Section 6.—(Conveyances by a Person About to Incur Debts.)—Every conveyance made and every obligation incurred without fair consideration when the person making the conveyance or entering into the obligation intends or believes that he will incur debts beyond his ability to pay as they mature, is fraudulent as to both present and future creditors.

Section 7.—(Conveyance Made With Intent to Defraud.)—Every conveyance made and every obligation incurred with

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actual intent, as distinguished from intent presumed in law, to hinder, delay, or defraud either present or future creditors, is fraudulent as to both present and future creditors.

Section 8.—(Conveyance of Partnership Property.)—Every conveyance of partnership property and every partnership obligation incurred when the partnership is or will be thereby rendered insolvent, is fraudulent as to partnership creditors, if the conveyance is made or obligation is incurred,

(*a*) To a partner, whether with or without a promise by him to pay partnership debts, or

(*b*) To a person not a partner without fair consideration to the partnership as distinguished from consideration to the individual partners.

Section 9.—(Rights of Creditors Whose Claims Have Matured.)—(1) Where a conveyance or obligation is fraudulent as to a creditor, such creditor, when his claim has matured, may, as against any person except a purchaser for fair consideration without knowledge of the fraud at the time of the purchase, or one who has derived title immediately or mediately from such a purchaser,

(*a*) Have the conveyance set aside or obligation annulled to the extent necessary to satisfy his claim, or

(*b*) Disregard the conveyance and attach or levy execution upon the property conveyed.

(2) A purchaser who without actual fraudulent intent has given less than a fair consideration for the conveyance or obligation, may retain the property or obligation as security for repayment.

Section 10.—(Rights of Creditors Whose Claims Have Not Matured.)—Where a conveyance made or obligation incurred is fraudulent as to a creditor whose claim has not matured he may proceed in a court of competent jurisdiction against any person against whom he could have proceeded had his claim matured, and the court may,

(*a*) Restrain the defendant from disposing of his property,

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(*b*) Appoint a receiver to take charge of the property,

(*c*) Set aside the conveyance or annul the obligation, or

(*d*) Make any order which the circumstances of the case may require.

Section 11.—(Cases Not Provided for in Act.)—In any case not provided for in this Act the rules of law and equity including the law merchant, and in particular the rules relating to the law of principal and agent, and the effect of fraud, misrepresentation, duress or coercion, mistake, bankruptcy or other invalidating cause shall govern.

Section 12.—(Construction of Act.)—This Act shall be so interpreted and construed as to effectuate its general purpose to make uniform the law of those states which enact it.

Section 13.—(Name of Act.)—This Act may be cited as the Uniform Fraudulent Conveyance Act.

Section 14.—(Inconsistent Legislation Repealed.)—Sections —— are hereby repealed, and all acts or parts of acts inconsistent with this Act are hereby repealed.

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